

RICHLAND COUNTY

REGULAR SESSION

AGENDA



TUESDAY SEPTEMBER 20, 2022

6:00 PM

COUNCIL CHAMBERS

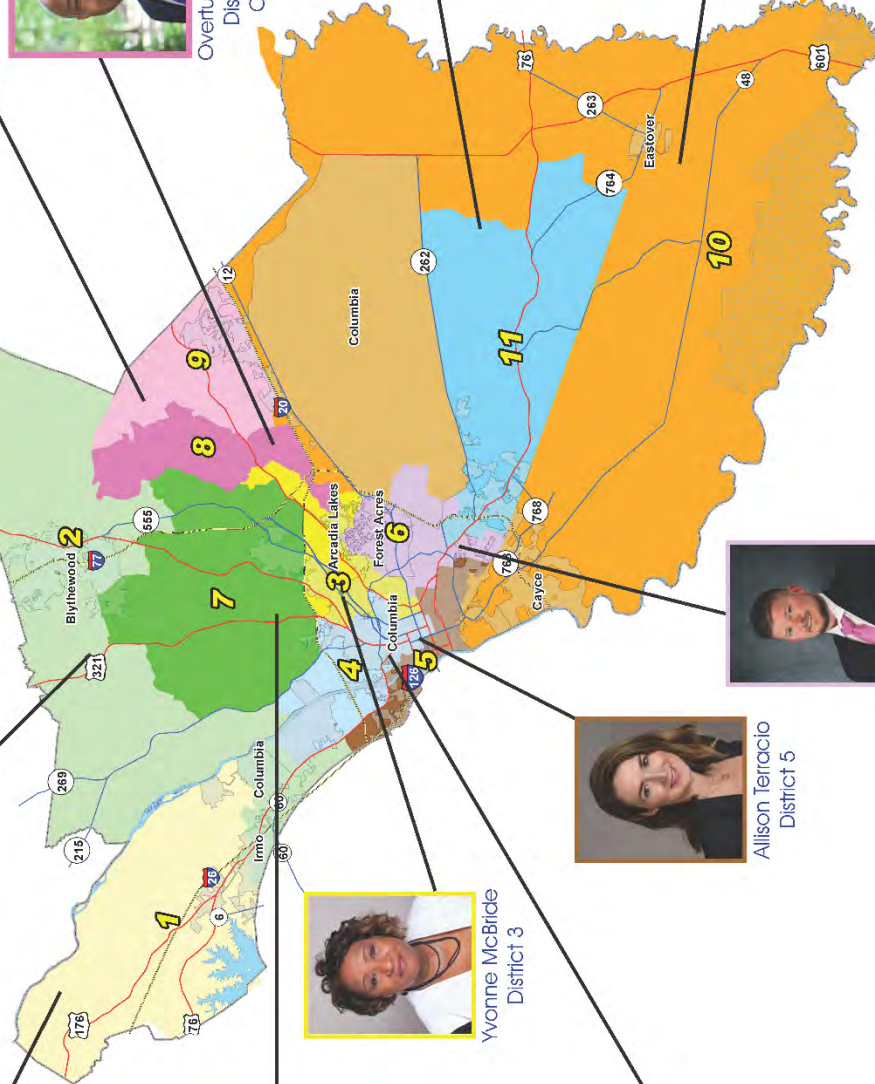
Richland County Council 2021-2022



Deirek Pugh
District 2



Bill Malinowski
District 1



Overture Walker
District 8
Chair



Jessica Mackey
District 9
Vice Chair



Yvonne McBride
District 3



Gretchen Barron
District 7



Chakisse Newton
District 11



Allison Terracio
District 5



Paul Livingston
District 4



Joe Walker, III
District 6



Cheryl English
District 10



**Richland County
Regular Session**

AGENDA

September 20, 2022 - 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

1. **CALL TO ORDER** The Honorable Overture Walker,
Chair Richland County Council
 - a. ROLL CALL
 2. **INVOCATION** The Honorable Allison Terracio
 3. **PLEDGE OF ALLEGIANCE** The Honorable Allison Terracio
 4. **PRESENTATION OF PROCLAMATIONS**
 - a. Proclamation Declaring September 24th - October 2nd as
National Diaper Need Awareness Week The Honorable Jesica Mackey
 5. **APPROVAL OF MINUTES** The Honorable Overture Walker
 - a. Special Called: September 13, 2022 [PAGES 8-14]
 6. **ADOPTION OF AGENDA** The Honorable Overture Walker
 7. **REPORT OF THE ATTORNEY FOR EXECUTIVE
SESSION ITEMS** Patrick Wright,
County Attorney
- After Council returns to open session, council may take action on any item,
including any subsection of any section, listed on an executive session agenda
or discussed in an executive session during a properly noticed meeting.*
- a. General Expenditures
8. **CITIZEN'S INPUT** The Honorable Overture Walker
 - a. For Items on the Agenda Not Requiring a Public Hearing
9. **CITIZEN'S INPUT** The Honorable Overture Walker
 - a. Must Pertain to Richland County Matters Not on the
Agenda (Items for which a public hearing is required or

a public hearing has been scheduled cannot be addressed at this time.)

10. REPORT OF THE COUNTY ADMINISTRATOR

Leonardo Brown,
County Administrator

11. REPORT OF THE CLERK OF COUNCIL

Anette Kirylo,
Clerk of Council

12. REPORT OF THE CHAIR

The Honorable Overture Walker

13. THIRD READING ITEMS

The Honorable Overture Walker

- a. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and MGS, LLC to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters [PAGES 15-47]

14. SECOND READING ITEMS

The Honorable Overture Walker

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an infrastructure credit agreement to provide for infrastructure credits to Project Bulldog; and other related matters [PAGES 48-67]
- b. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to a company identified for the time being as Project Framework; and other related matters [PAGES 68-91]
- c. An Ordinance authorizing several easements to Dominion Energy South Carolina, Inc. for the transportation of gas, oil petroleum products, or any other liquids, gases, or substances which can be transported through a pipe line; located on property owned by Richland County along Clemson Road; and as is more fully described herein [PAGES 92-115]

15. REPORT OF RULES & APPOINTMENTS COMMITTEE

The Honorable Gretchen Barron

- a. NOTIFICATION OF APPOINTMENTS

1. Township Auditorium - Two (2) Vacancies
 - a. M. Evelyn Fields (interviewed June 21, 2022)
 - b. Larry Smith (interviewed June 21, 2022)
 - c. Ella Shiver (interviewed June 21, 2022)
 - d. Franette Boyd (interviewed June 21, 2022) [**Applicant also applied for: Community Relations Council and Richland Memorial Hospital Board]
 - e. Brandon Glover (interviewed July 12, 2022)
 - f. Catherine Kennedy (interviewed July 12, 2022)
 - g. Deborah Tyrues (interviewed July 12, 2022)
 - h. Pamela Bynoe-Reed (interviewed July 12, 2022)
 - i. Hugh Harmon (interviewed July 26, 2022) [**Applicant also applied for: Business Service Center Appeals Board]
 - j. Marc Morris (interviewed July 26, 2022)
 - k. Quadrey Reeves (interviewed July 26, 2022) [**Applicant also applied for: Business Service Center Appeals Board, Community Relations Council and Richland Memorial Hospital Board]
 - l. Henry Batts (interviewed July 26, 2022) [**Applicant also applied for: Richland Memorial Hospital Board]
 - m. Florence Chretain (interviewed July 26, 2022)
 - n. Antjuan Seawright (interviewed July 26, 2022) **Incumbent*
 - o. Ernest Johnson
 - p. Virginia Crocker (**Applicant also applied for: Community Relations Council and Richland Memorial Hospital Board)
 - q. Sara Caudle
 - r. Kevin Bland (**Applicant also applied for: Airport Commission)
 - s. Belinda McEachern (**Applicant also applied for: Community Relations Council, Midlands Workforce Development and Music Festival)
 - t. Tasha Thompson (**Applicant also applied for: Board of Assessment Appeals and Board of Zoning Appeals)

u. Ronald Thompson

16. OTHER ITEMS

The Honorable Overture Walker

a. A Resolution approving the 2022 Assessment Roll for the Village at Sandhill Improvement District, Richland County, South Carolina [PAGES 116-142]

b. FY23 - District 9 Hospitality Tax Allocations: [PAGES 143-144]

1. Range Fore Hope Foundation - \$2,500

c. FY23 - District 7 Hospitality Tax Allocations: [PAGES 145-146]

1. The Big Red Barn - \$ 10,000
2. Talented Tenth - \$5,000
3. Junior League of Columbia - \$20,000
4. Broad River Business Alliance - \$5,000
5. Aja Wilson Foundation - \$5,000

Patrick Wright,
County Attorney

17. EXECUTIVE SESSION

After Council returns to open session, council may take action on any item, including any subsection of any section, listed on an executive session agenda or discussed in an executive session during a properly noticed meeting.

18. MOTION PERIOD

The Honorable Jesica Mackey

a. Move to add Juneteenth (Juneteenth National Independence Day) as a Richland County holiday

The Honorable Overture Walker

19. ADJOURNMENT



Special Accommodations and Interpreter Services Citizens may be present during any of the County's meetings. If requested, the agenda and backup materials will be made available in alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), as amended and the federal rules and regulations adopted in implementation thereof. Any person who requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may request such modification, accommodation, aid or service by contacting the Clerk of Council's office either in person at 2020 Hampton Street, Columbia, SC, by telephone at (803) 576-2061, or TDD at 803-576-2045 no later than 24 hours prior to the scheduled meeting.



Richland County Council
Special Called Meeting
MINUTES
September 13, 2022 – 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Overture Walker, Chair; Jesica Mackey, Vice-Chair, Bill Malinowski, Derrek Pugh, Yvonne McBride, Paul Livingston, Allison Terracio, Joe Walker Gretchen Barron, Cheryl English, and Chakisse Newton (via Zoom)

OTHERS PRESENT: Anette Kirylo, Leonardo Brown, Patrick Wright, Lori Thomas, Aric Jensen, Michael Byrd, John Thompson, Stacey Hamm, Jennifer Wladischkin, Angela Weathersby, Justin Landy, Tamar Black, Sandra Haynes, Geo Price, Jeff Ruble, Dale Welch, Abhijit Deshpande, Susan O’Cain, Michelle Onley, Chelsea Bennett, Crayman Harvey and Ashiya Myers

1. **CALL TO ORDER** – Chairman Overture Walker called the meeting to order at approximately 6:00 PM.
2. **INVOCATION** – The Invocation was led by the Honorable Allison Terracio
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Allison Terracio
4. **APPROVAL OF MINUTES**
 - a. **Special Called Meeting: August 30, 2022** – Ms. McBride moved to approve the minutes as distributed, seconded by Ms. Barron.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

5. **ADOPTION OF AGENDA** – Ms. Mackey requested to add a motion to the agenda. The proposed motion is as follows: “I move that this body give first reading by title only to ‘An Ordinance authorizing several easements to Dominion Energy South Carolina, Inc. for the transportation of gas, oil petroleum products, or any other liquids, gases or substances which can be transported through a pipe line; located on property owned by Richland County along Clemson Road; and as is more fully described therein.’”

Ms. Newton requested to remove Item #16(e): “FY23 – District 11 Hospitality Tax Allocations”

Ms. Barron moved to adopt the agenda as amended, seconded by Ms. McBride.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

POINT OF PERSONAL PRIVILEGE – Mr. O. Walker acknowledged that Allen University President, Dr. Ernest McNealey and Vice President, Mr. Dub Taylor were in the audience.

6. **REPORT OF ATTORNEY FOR EXECUTIVE SESSION ITEMS**

- a. Economic Development: Credit Agreement for Project Bulldog
- b. Alvin S. Glenn Detention Center
- c. General Expenditures

Mr. Livingston moved to go into Executive Session, seconded by Mr. Pugh.

Mr. J. Walker stated, for clarification, the intent is to take up all three items in this Executive Session.

Mr. Patrick Wright, County Attorney, responded in the affirmative.

Ms. Barron inquired if we have any public participation. She does not want the public to have to wait if there are Executive Session items that can wait until the 2nd Executive Session.

Mr. Wright noted Item 6(c) needs to be taken up during the first Executive Session.

Mr. Malinowski made a motion to reconsider the agenda and move Citizens' Input before Executive Session, seconded by Ms. Barron.

After considering the cost of attorney's fees, Mr. Malinowski withdrew his motion.

In Favor: Pugh, McBride, Livingston, Terracio, O. Walker, Mackey, English and Newton

Opposed: Malinowski, J. Walker and Barron

The vote was in favor.

***Council went into Executive Session at approximately 6:12 PM
and came out at approximately 7:32 PM***

Mr. J. Walker moved to come out of Executive Session, seconded by Mr. Malinowski.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

Chairman Walker stated no actions were taken during executive session.

Ms. Mackey noted she did not enter into Executive Session on Item 6(a): "Economic Development: Credit Agreement for Project Bulldog" due to her parent company being affiliated with the project.

Economic Development: Credit Agreement for Project Bulldog – No action was taken.

General Expenditures – No action was taken.

7. **CITIZEN'S INPUT**

- a. For Items on the Agenda Not Requiring a Public Hearing – No one signed up to speak.

8. **CITIZEN'S INPUT**

- a. Must Pertain to Richland County Matters Not on the Agenda (Items for which a public hearing

is required or a public hearing has been scheduled cannot be addressed at this time.)

1. Mr. Lee Carroll, 3905 Marsteller Street, Columbia, SC 29203 – Repairing damage to Marsteller Street from construction on North Main.
2. Barbara Roach, 205 Penrose Drive, Columbia, SC 29203 – Blight/rental properties
3. Roger Leaks – Blight/rental properties
4. Joe Geter, 1029 Birchwood Drive, Columbia, SC 29203 – North Main Street Construction Update
5. Elaine DuBose, 7262 Sunview Drive, Columbia, SC 29209 – Blight/rental properties

9 **REPORT OF THE COUNTY ADMINISTRATOR –**

- a. Coronavirus Update – The County is currently at community level High.
- b. Other Updates
 1. Items Requiring Potential Council Action
 - *Requests from external sources:* The County Administrator will forward requestor’s information to Council for consideration as a part of the Report of the County Administrator. For action to be taken concerning the request, County Council will need to make a motion. If no motion is made during the initial meeting the request is presented, the item will be treated by Administration as “for information only.”
 - *Requests from the County Administrator:* The County Administrator will forward the request to Council for consideration as a part of the Report of the County Administrator. The request will be submitted with a recommendation for Council action. For action to be taken concerning the request, Council will need to make a motion. If no motion is made during the initial meeting the request is presented, the item will be treated by Administration as “for information only.”
 2. Allen University Property Request – 1741 Cushman Drive, Columbia, SC 29203 – Mr. Leonardo Brown, County Administrator, stated there is a request from Allen University related to County property located at 1741 Cushman Drive. The information regarding the request was forwarded to Council under separate cover.

Ms. McBride inquired how will take action on this request.

Mr. Brown responded, since Council has previously taken action on this item, it does not have to go through the committee process.

Ms. Barron stated, at this point, we need to determine if the body is going to make a decision on the project. The process is a separate matter.

Mr. O. Walker stated, for clarification, the County Administrator is not suggesting Council take action on the property request. As part of the Administrator’s Report, the Administrator outlined a process on bringing items before Council.

Ms. McBride noted she would like Allen University to have the opportunity to meet with Council in Executive Session to discuss their request.

Ms. McBride moved to have the requested information available by the next Council meeting and then take action, seconded by Mr. Malinowski.

Ms. Mackey stated, for clarification, the motion includes an opportunity for Allen University to present to Council in Executive Session.

Ms. Barron inquired if we are requesting additional information that was not included in the initial proposal.

Ms. McBride responded there are two parts, and it is sort of convoluted.

Ms. Barron stated she is concerned about receiving additional information when Allen University has provided Council with information and have had an opportunity to have audience with them. At this point, if there is additional information Council members need, they need to seek that information out.

Ms. Mackey noted the next Council meeting is next week and there may not be enough time to pull the information together before the agenda deadline.

Ms. McBride stated, in light of the tight deadline, this item should be included on the October 4th Council agenda.

In Favor: Malinowski, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

Recuse: Mr. Pugh recused himself due to the fact he is a faculty member at Allen University.

The vote in favor was unanimous.

10. **REPORT OF THE CLERK OF COUNCIL** – Ms. Anette Kirylo, Clerk of Council, stated the Rules and Appointments Committee amended their meeting schedule as follows: September 27th (3:00-4:00 PM); October 25th (3:00-4:00 PM); November 1st (3:00-5:00 PM); November 15th (3:00-5:00 PM); December 6th (3:00-5:00 PM); December 13th (3:00-5:00 PM).

11. **REPORT OF THE CHAIR**

- a. Community Impact Grant Committee – Chairman O. Walker appointed Mr. Livingston, Ms. McBride, Ms. Barron, Ms. English and Ms. Mackey to serve on the Community Impact Grant Committee.

12. **OPEN/CLOSE PUBLIC HEARINGS**

- a. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Project Dawson to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters – No one signed up to speak.
- b. An Ordinance authorizing the acquisition of certain property located in Richland County; and other matters related hereto – No one signed up to speak.

13. **APPROVAL OF CONSENT ITEMS**

- a. Case # 22-009MA, Josh Brown, RU to GC (1 Acre), 341 Western Lane, TMS # R04000-03-03 [THIRD READING]
- b. Case # 22-011MA, Oliver Mack, RC to LI (4.7 Acres), 6108 Bluff Road, TMS # R21300-01-02, 31 and 32 [THIRD READING]
- c. Case # 22-012MA, Richard Hendy, PDD to PDD (4.63 Acres, E/S Hard Scrabble Rd., TMS # R20400-01-19 [THIRD READING]

Mr. Malinowski moved to approve Consent Items a, b and c, second by Ms. English.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

14. **THIRD READNIG ITEMS**

- a. Case # 22-013MA, Patrick Palmer, M-1 to GC (161.79 Acres), 310 Killian Road, TMS # R14600-03-16 – Ms. Barron moved to approve this item, seconded by Mr. Malinowski.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

- b. An Ordinance Authorizing the acquisition of certain property located in Richland County; and other matters related thereto – Mr. Livingston moved to approve this item, seconded by Mr. J. Walker.

Mr. Malinowski noted the correct TMS # is R15100-02-01.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

Mr. J. Walker to reconsider this item, seconded by Mr. Malinowski.

Opposed: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The motion for reconsideration failed.

15. **SECOND READING ITEMS**

- a. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Project Dawson to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters – Mr. Livingston moved to approve this item, seconded by Mr. J. Walker.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

16. **OTHER ITEMS**

- a. FY23 – District 7 Hospitality Tax Allocation: The Big Red Barn - \$10,000; Talented Tenth - \$5,000; Junior League of Columbia - \$20,000; Broad River Business Alliance - \$5,000; and Aja Wilson Foundation - \$5,000 – Ms. Barron moved to defer this item to the September 20th, meeting seconded by Mr. Malinowski.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

- b. FY23 – District 9 Hospitality Tax Allocation: Range Fore Hope Foundation - \$2,500 – Ms. Mackey moved to defer this item to the September 20th meeting, seconded by Ms. English.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

- c. Deferred Maintenance of Cessna Plane Contract – Emergency Procurement – Mr. J. Walker moved to approve this item, seconded by Ms. Barron.

In Favor: Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

Opposed: Malinowski

The vote was in favor.

Ms. English moved to reconsider this item, seconded by Mr. J. Walker.

Opposed: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The motion for reconsideration failed.

- d. Adoption of Comprehensive Council Rules – Ms. Barron moved to refer this item back to the Rules and Appointments Committee, seconded by Mr. Malinowski.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

17. **EXECUTIVE SESSION** – Ms. Mackey moved to go into Executive Session, seconded by Mr. Pugh.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, English and Newton

Opposed: J. Walker

The vote was in favor.

***Council went into Executive Session at approximately 8:14 PM
and came out at approximately 8:17 PM***

Mr. J. Walker moved to come out of Executive Session, seconded by Ms. English.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

Chairman Walker stated no actions were taken during executive session.

The vote in favor was unanimous.

- a. Alvin S. Glenn Detention Center – No action was taken.

18. **MOTION PERIOD**

- a. I move that this body give first reading by title only to “An Ordinance authorizing several easements to Dominion Energy South Carolina, Inc. for the transportation of gas, oil petroleum products; or any other liquids, gases or substances which can be transported through a pipe line. located on property owned by Richland County along Clemson Road; and as is more fully described herein”[MACKEY] – Ms. Mackey moved for unanimous consent for the motion to receive First Reading, seconded by Ms. McBride.

Mr. Malinowski noted the reason this item did not go through the committee process was because there were no committee meetings in August, which necessitated it being brought directly to Council for action.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

Ms. Mackey moved to give First Reading By Title Only to the Ordinance, seconded by Mr. Livingston.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

Mr. Malinowski noted he made four (4) motions in April related to the Land Development Code, which received unanimous consent. He spoke with some Planning Commission members and they advised him they had never seen the motions. He had an additional motion in May related to the Alvin S. Glenn Detention Center IGAs, which he has not received an update on.

Mr. Brown stated he has been in discussions with the staff at the detention center and they have begun to address the motion. He noted he would ensure the Planning Commission were provided Mr. Malinowski’s motions from April.

19. **ADJOURNMENT** – Mr. J. Walker moved to adjourn the meeting, seconded by Ms. English.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English.

The vote in favor was unanimous.

The meeting adjourned at approximately 8:23 PM.

Richland County Council Request for Action

Subject:

Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and MGS, LLC to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters

Notes:

First Reading: August 30, 2022

Second Reading:

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. _____

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AND INCENTIVE AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND MGS, LLC TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AUTHORIZING CERTAIN INFRASTRUCTURE CREDITS; AND OTHER RELATED MATTERS.

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“FILOT Act”), to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the FILOT Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”), with respect to economic development property, as defined in the FILOT Act;

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, “MCIP Act”), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County’s discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Fairfield County more particularly known as I-77 Corridor Regional Industrial Park (“Park”);

WHEREAS, pursuant to the FILOT and MCIP Acts, the County is authorized to provide credits (“Infrastructure Credits”) against FILOT Payments derived from economic development property to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (“Infrastructure”);

WHEREAS, MGS, LLC, a South Carolina limited liability company (“Sponsor”), desires to expand its operations by constructing a 12,000 sq. ft. office and warehouse in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$3,800,000, the retention of seven (7) full-time jobs and creation of twelve (12) new, full-time jobs; and

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes and Incentive Agreement with the Sponsor, as sponsor, the substantially final form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, including (1) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; (2) locating the Project in the Park; and (3) providing Infrastructure Credits, as described in the Fee Agreement, to assist in paying the costs of certain Infrastructure.

NOW THEREFORE, BE IT ORDAINED, by the County Council as follows:

Section 1. Statutory Findings. Based on information supplied to the County by the Sponsor, County Council evaluated the Project based on relevant criteria including, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be maintained and created, and the anticipated costs and benefits to the County, and hereby finds:

(a) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;

(b) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power;

(c) The purposes to be accomplished by the Project are proper governmental and public purposes and the benefits of the Project are greater than the costs.

Section 2. *Approval of Incentives; Authorization to Execute and Deliver Fee Agreement.* The incentives as described in this Ordinance (“Ordinance”), and as more particularly set forth in the Fee Agreement, with respect to the Project are hereby approved. The form, terms and provisions of the Fee Agreement that is before this meeting are approved and all of the Fee Agreement’s terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council (“Chair”) is authorized and directed to execute the Fee Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Fee Agreement and to deliver the Fee Agreement to the Sponsor.

Section 3. *Inclusion within the Park.* The expansion of the Park boundaries to include the Project is authorized and approved. The Chair, the County Administrator and the Clerk to County Council are each authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. Pursuant to the terms of the agreement governing the Park (“Park Agreement”), the expansion of the Park’s boundaries and the amendment to the Park Agreement is complete on adoption of this Ordinance by County Council and delivery of written notice to Fairfield County of inclusion of the Project in the Park.

Section 4. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents and for the Clerk to County Council to attest the same, as may be appropriate to effect this Ordinance and the incentives offered to the Sponsor under this Ordinance and the Fee Agreement.

Section 5. *Savings Clause.* The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 6. *General Repealer.* Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 7. *Effectiveness.* This Ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: August 30, 2022
Second Reading: September 13, 2022
Public Hearing: September 13, 2022
Third Reading: September 20, 2022

EXHIBIT A
FORM OF FEE AGREEMENT

FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT

BETWEEN

MGS, LLC

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF [DATE]

TABLE OF CONTENTS

	Page
Recitals.....	1
 ARTICLE I DEFINITIONS 	
Section 1.1 Terms.....	1
 ARTICLE II REPRESENTATIONS AND WARRANTIES 	
Section 2.1 Representations, Warranties, and Agreements of the County.....	4
Section 2.2 Representations, Warranties, and Agreements of the Sponsor.....	5
 ARTICLE III THE PROJECT 	
Section 3.1 The Project.....	5
Section 3.2 Leased Property.....	6
Section 3.3 Filings and Reports.....	6
 ARTICLE IV FILOT PAYMENTS 	
Section 4.1 FILOT Payments.....	6
Section 4.2 FILOT Payments on Replacement Property.....	7
Section 4.3 Removal of Components of the Project.....	7
Section 4.4 Damage or Destruction of Economic Development Property.....	7
Section 4.5 Condemnation.....	8
Section 4.6 Calculating FILOT Payments on Diminution in Value.....	8
Section 4.7 Payment of <i>Ad Valorem</i> Taxes.....	8
Section 4.8 Place of FILOT Payments.....	8
 ARTICLE V ADDITIONAL INCENTIVES 	
Section 5.1 Infrastructure Credits.....	8
 ARTICLE VI CLAW BACK 	
Section 6.1 Claw Back.....	9

ARTICLE VII
DEFAULT

Section 7.1 Events of Default 9
Section 7.2 Remedies on Default 9
Section 7.3 Reimbursement of Legal Fees and Other Expenses 10
Section 7.4 Remedies Not Exclusive 10

ARTICLE VIII
PARTICULAR COVENANTS AND AGREEMENTS

Section 8.1 Right to Inspect 10
Section 8.2 Confidentiality 10
Section 8.3 Indemnification Covenants 10
Section 8.4 No Liability of County’s Personnel 11
Section 8.5 Limitation of Liability 11
Section 8.6 Assignment 11
Section 8.7 No Double Payment; Future Changes in Legislation 12
Section 8.8 Administration Expenses 12

ARTICLE IX
SPONSOR AFFILIATES

Section 9.1 Sponsor Affiliates 12
Section 9.2 Primary Responsibility 12

ARTICLE X
MISCELLANEOUS

Section 10.1 Notices 12
Section 10.2 Provision of Agreement for Sole Benefit of County and Sponsor 13
Section 10.3 Counterparts 13
Section 10.4 Governing Law 13
Section 10.5 Headings 13
Section 10.6 Amendments 13
Section 10.7 Agreement to Sign Other Documents 14
Section 10.8 Interpretation; Invalidity; Change in Laws 14
Section 10.9 Force Majeure 14
Section 10.10 Termination; Termination by Sponsor 14
Section 10.11 Entire Agreement 14
Section 10.12 Waiver 15
Section 10.13 Business Day 15
Section 10.14 Agreement’s Construction 15

- Exhibit A – Description of Property
- Exhibit B – Form of Joinder Agreement
- Exhibit C – Accountability Resolution
- Exhibit D – Description of Infrastructure Credit
- Exhibit E – Description of Claw Back

**SUMMARY OF CONTENTS OF
FEE AGREEMENT**

The parties have agreed to waive the requirement to recapitulate the contents of this Fee Agreement pursuant to Section 12-44-55 of the Code (as defined herein). However, the parties have agreed to include a summary of the key provisions of this Fee Agreement for the convenience of the parties. This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this Fee Agreement.

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name	MGS, LLC	Article I
Project Location	213 DAWSON ROAD, COLUMBIA, SC 29223	Exhibit A
Tax Map No.	17014-01-01	Exhibit A
FILOT		
<ul style="list-style-type: none"> • Phase Exemption Period 	30 Years	Article I
<ul style="list-style-type: none"> • Contract Minimum Investment Requirement 	\$3,800,000	Article I
<ul style="list-style-type: none"> • Contract Minimum Jobs Requirement 	Maintain current employment of 7 jobs and creation of 12 new full-time jobs over three (3) years.	Article I
<ul style="list-style-type: none"> • Investment Period 	5 Years	Article I
<ul style="list-style-type: none"> • Assessment Ratio 	6%	Article IV; Section 4.1 (a)(ii)
<ul style="list-style-type: none"> • Millage Rate 	0.5843	Article IV; Section 4.1 (a)(iii)
<ul style="list-style-type: none"> • Fixed or Five-Year Adjustable Millage 	Fixed	Article IV; Section 4.1 (a)(iii)
<ul style="list-style-type: none"> • Claw Back Information 		
Multicounty Park	I-77 Corridor Regional Industrial Park	Article I
Infrastructure Credit		
<ul style="list-style-type: none"> • Brief Description 	25% Special Source Revenue Credit	Article V; Section 5.1
<ul style="list-style-type: none"> • Credit Term 	10 Years	Article V; Section 5.1
<ul style="list-style-type: none"> • Claw Back Information 	Failure to achieve Contract Minimum Jobs Requirement or Contract Minimum Investment Requirements shall result in a pro-rata claw back on the SSRC, calculated as provided herein.	Article VI
Other Information	N/A	

FEE-IN-LIEU OF AD VALOREM TAXES AND INCENTIVE AGREEMENT

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of [DATE], between Richland County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County, and MGS, LLC, a limited liability company organized and existing under the laws of the State of South Carolina (“*Sponsor*”).

WITNESSETH:

(a) Title 12, Chapter 44, (“*Act*”) of the Code of Laws of South Carolina, 1976, as amended (“*Code*”), authorizes the County to induce manufacturing and commercial enterprises to locate in the State or to encourage manufacturing and commercial enterprises currently located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“*FILOT*”) with respect to Economic Development Property, as defined below;

(b) Sections 4-1-175 and 12-44-70 of the Code authorize the County to provide credits (“*Infrastructure Credit*”) against payments in lieu of taxes for the purpose of defraying of the cost of designing, acquiring, constructing, improving, or expanding (i) the infrastructure serving the County or a project and (ii) for improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise (collectively, “*Infrastructure*”);

(c) The Sponsor has committed to expand a commercial enterprise (“*Facility*”) in the County, consisting of taxable investment in real and personal property of not less than \$3,800,000 and the retention of seven (7) full-time jobs and the creation of twelve (12) new, full-time jobs;

(d) By an ordinance enacted on [DATE], County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsor to expand its Facility in the County.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Terms. The defined terms used in this Fee Agreement have the meaning given below, unless the context clearly requires otherwise.

“*Act*” means Title 12, Chapter 44 of the Code, and all future acts successor or supplemental thereto or amendatory of this Fee Agreement.

“*Act Minimum Investment Requirement*” means an investment of at least \$2,500,000 in the Project within five years of the Commencement Date.

“*Administration Expenses*” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the County (i) in defending challenges to the FILOT Payments, Infrastructure Credits or other incentives provided by this Fee Agreement brought by third parties or the

Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

“**Code**” means the Code of Laws of South Carolina, 1976, as amended.

“**Commencement Date**” means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2022.

“**Contract Minimum Investment Requirement**” means a taxable investment in real and personal property at the Project of not less than \$3,800,000.

“**Contract Minimum Jobs Requirement**” means maintaining not less than seven (7) full-time, jobs currently maintained by the Sponsor in the County in connection with the Project and creating twelve (12) additional full-time, jobs by the Sponsor in the County in connection with the Project.

“**County**” means Richland County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

“**County Council**” means the Richland County Council, the governing body of the County.

“**Credit Term**” means the years during the Fee Term in which the Infrastructure Credit is applicable, as described in Exhibit C.

“**Department**” means the South Carolina Department of Revenue.

“**Diminution in Value**” means a reduction in the fair market value of Economic Development Property, as determined in Section 4.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 4.3 of this Fee Agreement; (ii) a casualty as described in Section 4.4 of this Fee Agreement; or (iii) a condemnation as described in Section 4.5 of this Fee Agreement.

“**Economic Development Property**” means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period that (i) satisfy the conditions of classification as economic development property under the Act, and (ii) are identified by the Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filing may be amended from time to time).

“**Equipment**” means all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions.

“**Event of Default**” means any event of default specified in Section 7.1 of this Fee Agreement.

“**Fee Agreement**” means this Fee-In-Lieu Of *Ad Valorem* Taxes and Incentive Agreement.

“**Fee Term**” means the period from the effective date of this Fee Agreement until the Final Termination Date.

“**FILOT Payments**” means the amount paid or to be paid in lieu of *ad valorem* property taxes as provided in Section 4.1 of this Fee Agreement.

“**Final Phase**” means the Economic Development Property placed in service during the last year of the Investment Period.

“**Final Termination Date**” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2056, the Final Termination Date is expected to be January 15, 2058, which is the due date of the last FILOT Payment with respect to the Final Phase.

“**Improvements**” means all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

“**Infrastructure**” means (i) the infrastructure serving the County or the Project, (ii) improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, or (iii) such other items as may be described in or permitted under Section 4-29-68 of the Code.

“**Infrastructure Credit**” means the credit provided to the Sponsor pursuant to Section 12-44-70 of the Act or Section 4-1-175 of the MCIP Act and Section 5.1 of this Fee Agreement, with respect to the Infrastructure. Infrastructure Credits are to be used for the payment of Infrastructure constituting real property, improvements and infrastructure before any use for the payment of Infrastructure constituting personal property, notwithstanding any presumptions to the contrary in the MCIP Act or otherwise.

“**Investment Period**” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on December 31, 2027.

“**MCIP Act**” means Article VIII, Section 13(D) of the Constitution of the State of South Carolina, and Sections 4-1-170, 4-1-172, 4-1-175, and 4-29-68 of the Code.

“**Multicounty Park**” means the multicounty industrial or business park governed by the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated as of September 1, 2018, between the County and Fairfield County, South Carolina.

“**Net FILOT Payment**” means the FILOT Payment net of the Infrastructure Credit.

“**Phase**” means the Economic Development Property placed in service during a particular year of the Investment Period.

“**Phase Exemption Period**” means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

“**Phase Termination Date**” means, with respect to each Phase, the last day of the property tax year which is the 29th year following the first property tax year in which the Phase is placed in service.

“**Project**” means all the Equipment, Improvements, and Real Property in the County that the Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County.

“**Real Property**” means real property that the Sponsor uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement.

“**Removed Components**” means Economic Development Property which the Sponsor, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.

“**Replacement Property**” means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.

“**Sponsor**” means MGS, LLC and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

“**Sponsor Affiliate**” means an entity that participates in the investment or job creation at the Project and, following receipt of the County’s approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

“**State**” means the State of South Carolina.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

The term “investment” or “invest” as used in this Fee Agreement includes not only investments made by the Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsor in connection with the Project through federal, state, or local grants, to the extent such investments are or, but for the terms of this Fee Agreement, would be subject to *ad valorem* taxes to be paid by the Sponsor.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the County. The County represents and warrants as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations under this Fee Agreement. The County has duly authorized the execution and delivery of this Fee Agreement and all other documents, certificates or other agreements contemplated in this Fee Agreement and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County's general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project, as a "project" on February 10, 2022 and adopting an Inducement Resolution, as defined in the Act on August 30, 2022.

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Fee Agreement.

(e) The County has located or will take all reasonable action to locate the Project in the Multicounty Park.

Section 2.2. Representations and Warranties of the Sponsor. The Sponsor represents and warrants as follows:

(a) The Sponsor is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor intends to operate the Project as an office and warehouse and for such other purposes that the Act permits as the Sponsor may deem appropriate.

(c) The Sponsor's execution and delivery of this Fee Agreement and its compliance with the provisions of this Fee Agreement do not result in a default under any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(d) The Sponsor will use commercially reasonable efforts to achieve the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsor to locate the Project in the County.

(f) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

ARTICLE III THE PROJECT

Section 3.1. The Project. The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in

service during the calendar year ending December 31, 2022. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

Section 3.2 Leased Property. To the extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement, subject, at all times, to the requirements of State law and this Fee Agreement with respect to property comprising Economic Development Property.

Section 3.3. Filings and Reports.

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing in January 31, 2023, the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the County's Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

(b) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Economic Development Director and the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(c) On request by the County Administrator or the Economic Development Director, the Sponsor shall remit to the Economic Development Director records accounting for the acquisition, financing, construction, and operation of the Project which records (i) permit ready identification of all Economic Development Property; (ii) confirm the dates that the Economic Development Property or Phase was placed in service; and (iii) include copies of all filings made in accordance with this Section.

**ARTICLE IV
FILOT PAYMENTS**

Section 4.1. FILOT Payments.

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property portion of the Phase), the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period, multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to 0.5843, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2022.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the

Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement. If such order has the effect of subjecting the Economic Development Property to *ad valorem* taxation, this Fee Agreement shall terminate, and the Sponsor shall owe the County regular *ad valorem* taxes from the date of termination, in accordance with Section 4.7 of the Fee Agreement.

Section 4.2. FILOT Payments on Replacement Property. If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1 of this Fee Agreement, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

Section 4.3. Removal of Components of the Project. Subject to the other terms and provisions of this Fee Agreement, the Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed from the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.4. Damage or Destruction of Economic Development Property.

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate this Fee Agreement. For the property tax year corresponding to the year in which the damage or casualty occurs, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to *ad valorem* taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and

elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

Section 4.5. Condemnation.

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

Section 4.6. Calculating FILOT Payments on Diminution in Value. If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement.

Section 4.7. Payment of Ad Valorem Taxes. If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law pursuant to the terms of this Fee Agreement or the Act, then the calculation of the *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions that would have applied to the Economic Development Property if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

Section 4.8. Place of FILOT Payments. All FILOT Payments shall be made directly to the County in accordance with applicable law.

**ARTICLE V
ADDITIONAL INCENTIVES**

Section 5.1. Infrastructure Credits. To assist in paying for costs of Infrastructure, the Sponsor is entitled to claim an Infrastructure Credit to reduce certain FILOT Payments due and owing from the Sponsor to the County under this Fee Agreement. The term, amount and calculation of the Infrastructure Credit is described in Exhibit D. In no event may the Sponsor's aggregate Infrastructure Credit claimed pursuant to this Section exceed the aggregate expenditures by the Sponsor on Infrastructure.

For each property tax year in which the Infrastructure Credit is applicable ("*Credit Term*"), the County shall prepare and issue the annual bills with respect to the Project showing the Net FILOT Payment, calculated in accordance with Exhibit D. Following receipt of the bill, the Sponsor shall timely remit the Net FILOT Payment to the County in accordance with applicable law.

**ARTICLE VI
CLAW BACK**

Section 6.1. Claw Back. If the Sponsor fails to perform its obligations under this Fee Agreement as described in Exhibit E, then the Sponsor is subject to the claw backs as described in Exhibit E. Any amount that may be due from the Sponsor to the County as calculated in accordance with or described in Exhibit E is due within 30 days of receipt of a written statement from the County. If not timely paid, the amount due from the Sponsor to the County is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section and Exhibit E survives termination of this Fee Agreement.

**ARTICLE VII
DEFAULT**

Section 7.1. Events of Default. The following are “Events of Default” under this Fee Agreement:

(a) Failure to make FILOT Payments, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in FILOT Payments and requesting that it be remedied;

(b) Failure to timely pay any amount, except FILOT Payments, due under this Fee Agreement;

(c) A Cessation of Operations. For purposes of this Fee Agreement, a “*Cessation of Operations*” means a publicly announced closure of the Facility, a layoff of a majority of the employees working at the Facility, or a substantial reduction in production that continues for a period of twelve (12) months;

(d) A representation or warranty made by the Sponsor which is deemed materially incorrect when deemed made;

(e) Failure by the Sponsor to perform any of the terms, conditions, obligations, or covenants under this Fee Agreement (other than those under (a), above), which failure has not been cured within 30 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Sponsor is diligently pursuing corrective action;

(f) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(g) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Sponsor to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 7.2. Remedies on Default.

(a) If an Event of Default by the Sponsor has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate this Fee Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the County has occurred and is continuing, the Sponsor may take any one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 7.3. Reimbursement of Legal Fees and Other Expenses. On the occurrence of an Event of Default, if a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 7.4. Remedies Not Exclusive. No remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Fee Agreement or existing at law or in equity or by statute.

ARTICLE VIII PARTICULAR RIGHTS AND COVENANTS

Section 8.1. Right to Inspect. The County and its authorized agents, at any reasonable time on prior written notice (which may be given by email), may enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

Section 8.2. Confidentiality. The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (“**Confidential Information**”) and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as “**Confidential Information.**” Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

Section 8.3. Indemnification Covenants.

(a) Except as provided in paragraph (d) below, the Sponsor shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “**Indemnified Party**”) harmless against and from all liability or claims arising from the County’s execution of this Fee Agreement, performance of the

County's obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement.

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse the County for all of its costs, including attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor's expense. The Sponsor is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything in this Section or this Fee Agreement to the contrary, the Sponsor is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Fee Agreement, performance of the County's obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; or (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Sponsor with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

(f) The obligations under this Section 8.3 shall survive termination of this Fee Agreement.

Section 8.4. *No Liability of County Personnel.* All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 8.5. *Limitation of Liability.* The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

Section 8.6. *Assignment.* The Sponsor may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done

by resolution, and which consent or ratification the County will not unreasonably withhold. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

Section 8.7. No Double Payment; Future Changes in Legislation. Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

Section 8.8. Administration Expenses. The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in the amount of \$5,000. The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

ARTICLE IX SPONSOR AFFILIATES

Section 9.1. Sponsor Affiliates. The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

Section 9.2. Primary Responsibility. Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, "primary responsibility" means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate.

ARTICLE X MISCELLANEOUS

Section 10.1. Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed

as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE SPONSOR:

MGS, LLC
3830 Forest Drive, Suite 207
Columbia, South Carolina 29204

WITH A COPY TO (does not constitute notice):

Callison Tighe & Robinson, LLC
Attn: Wm. Bert Brannon
1812 Lincoln Street, Suite 201 (29201)
Post Office Box 1390
Columbia, South Carolina 29202-1390
Email: bertbrannon@callisontighe.com
Phone: 803404.6900

IF TO THE COUNTY:

Richland County, South Carolina
Attn: Richland County Economic Development Director
2020 Hampton Street
Columbia, South Carolina 29204

WITH A COPY TO (does not constitute notice):

Parker Poe Adams & Bernstein LLP
Attn: Ray E. Jones
1221 Main Street, Suite 1100 (29201)
Post Office Box 1509
Columbia, South Carolina 29202-1509

Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsor. Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor.

Section 10.3. Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 10.4. Governing Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

Section 10.5. Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

Section 10.6. Amendments. This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

Section 10.7. Agreement to Sign Other Documents. From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 10.8. Interpretation; Invalidity; Change in Laws.

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to negotiate with the Sponsor to provide a special source revenue or Infrastructure Credit to the Sponsor (in addition to the Infrastructure Credit explicitly provided for above) to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

Section 10.9. Force Majeure. The Sponsor is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

Section 10.10. Termination; Termination by Sponsor.

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.

(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, including specifically the obligations arising under Section 8.3 of this Fee Agreement, survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

Section 10.11. Entire Agreement. This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

Section 10.12. Waiver. Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 10.13. Business Day. If any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Fee Agreement, and no interest will accrue in the interim.

Section 10.14. Agreement's Construction. Each party and its counsel have reviewed this Fee Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Fee Agreement or any amendments or exhibits to this Fee Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk of the County Council; and the Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Richland County, South Carolina

ATTEST:

By: _____
Clerk to County Council
Richland County, South Carolina

[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes and Incentive Agreement]

MGS, LLC

By: _____
Its: _____

[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes and Incentive Agreement]

EXHIBIT A
PROPERTY DESCRIPTION

All that certain piece, parcel or tract of land, with any improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, on the eastern of Dawson Road, containing 2.01 acres, more or less, as shown on that certain Lot Survey prepared for 2013 Dawson, LLC by R.D. Platner, P.L.S. dated March 23, 2021, recorded on April 1, 2021, in Book 2604 at page 460, Richland County records, and as shown on said plat being more particularly described as follows: Commencing at an iron in the northwestern corner of said tract, which iron is approximately 176 feet southeast of the intersection of Dawson Road and Trenholm Road Extension and running from said Point of Commencement N82°51'58"E for a distance of 341.74 feet to a ¾" pipe; thence turning and running S10°42'47"E for a distance of 94.18 feet to a ¾" pipe; thence turning and running S80°40'52"W for a distance of 356.69 feet to a ¾" pipe; thence turning and running N09°05'08"W for a distance of 259.75 feet to the iron in the Point of Commencement, be all measurements a little more or less.

TMS No. 17014-01-01

DERIVATION: This being the identical property acquired by 213 Dawson, LLC by deed of Harold M. Simons dated April 5, 2021 and recorded in

EXHIBIT B (see Section 9.1)
FORM OF JOINDER AGREEMENT

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective [DATE] (“Fee Agreement”), between Richland County, South Carolina (“County”) and MGS, LLC (“Sponsor”).

1. Joinder to Fee Agreement.

[_____], a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor [except the following: _____]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor [except the following _____]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

2. Capitalized Terms.

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

3. Representations of the Sponsor Affiliate.

The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The Sponsor Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

4. Governing Law.

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

5. Notice.

Notices under Section 10.1 of the Fee Agreement shall be sent to:

[_____]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

Date

By: _____
Its: _____

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Its: _____

EXHIBIT C (see Section 3.3)
RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING
ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY

**A RESOLUTION TO AMEND THE DECEMBER 21, 2010,
RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY
PRACTICES CONCERNING ECONOMIC DEVELOPMENT
PROJECTS IN RICHLAND COUNTY**

WHEREAS, Richland County Council adopted a resolution dated as of December 21, 2010 ("Prior Resolution"), which requires companies receiving economic development incentives from Richland County, South Carolina ("County") to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to make the form of the annual reports submitted by such companies uniform in order to make the substantive information contained in the annual reports more easily tracked and documented by the Richland County Economic Development Office.

NOW, THEREFORE, BE IT RESOLVED by Richland County Council as follows:

Section 1. The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by January 31 of each year throughout the term of the incentives.

Section 2. The Richland County Economic Development Office is authorized to create (and from time to time, if necessary, amend or recreate) and make available the form of the annual report; however, such form, shall require, at a minimum, the following information:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;

Section 3. A copy of the then-current form of the annual report may be obtained from the following address. The annual report shall likewise be submitted to the following address by the required date.

Richland County Economic Development Office
Attention: Kim Mann
201 Main Street, Suite 910
Columbia, SC 29201

Section 4. This Resolution amends the Prior Resolution and sets forth the County's requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

Section 5. The substance of this Resolution shall be incorporated into the agreement between the County and each company with respect to the incentives granted by the County to the company.

Section 6. In the event that any company shall fail to submit an annual report, or any portion thereof, such company may be required to return all incentives, or a dollar amount equal thereof, to the County. Such incentives, or the dollar amount equal thereto, shall be paid to the County within 60 days after the date upon which the information was originally due.

EXHIBIT D (see Section 5.1)
DESCRIPTION OF INFRASTRUCTURE CREDIT

The Sponsor is entitled to claim an Infrastructure Credit in the amount of twenty-five percent (25%) of the FILOT Payments due with respect to the Project under this Fee Agreement for a ten (10) year period commencing with the first FILOT Payment due under this Fee Agreement.

EXHIBIT E (see Section 6.1)
DESCRIPTION OF CLAW BACK

If the Sponsor does not achieve the Contract Minimum Investment Requirement or the Contract Minimum Jobs Requirement as of the end of the Investment Period, then the Sponsor shall repay a pro rata portion of the Infrastructure Credit benefit received as of the end of the Investment Period and the Infrastructure Credit shall be reduced prospectively by the Claw Back Percentage.

The pro rata portion of the Infrastructure Credit to be repaid by the Sponsor is calculated as follows:

$$\text{Repayment Amount} = \text{Total Received} \times \text{Claw Back Percentage}$$

$$\text{Claw Back Percentage} = 100\% - \text{Overall Achievement Percentage}$$

$$\text{Overall Achievement Percentage} = (\text{Investment Achievement Percentage} + \text{Jobs Achievement Percentage}) / 2$$

$$\text{Investment Achievement Percentage} = \text{Actual Investment Achieved} / \text{Contract Minimum Investment Requirement} \text{ [may not exceed 100\%]}$$

$$\text{Jobs Achievement Percentage} = \text{Actual New, Full-Time Jobs Created and Maintained} / \text{Contract Minimum Jobs Requirement} \text{ [may not exceed 100\%]}$$

In calculating the Achievement Percentage, only the investment made or new jobs achieved up to the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement will be counted.

For example, and by way of example only, if the County granted \$100,000 in Infrastructure Credits, and \$3,500,000 has been invested at the Project and 7 jobs have been retained and 10 jobs been created by the end of the Investment Period, the Repayment Amount would be calculated as follows:

$$\text{Jobs Achievement Percentage} = 17/19 = 89.5\%$$

$$\text{Investment Achievement Percentage} = \$3,400,000/\$3,800,000 = 89.5\%$$

$$\text{Overall Achievement Percentage} = (89.5\% + 89.5\%)/2 = 89.5\%$$

$$\text{Claw Back Percentage} = 100\% - 89.5\% = 10.5\%$$

$$\text{Repayment Amount} = \$100,000 \times 10.5\% = \$10,500$$

The Sponsor shall pay any amounts described in or calculated pursuant to this Exhibit E within 30 days of receipt of a written statement from the County. If not timely paid by the Sponsor, the amount due is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation described in this Exhibit E survives termination of this Fee Agreement.

Richland County Council Request for Action

Subject:

Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an infrastructure credit agreement to provide for infrastructure credits to Project Bulldog; and other related matters

Notes:

First Reading: August 30, 2022

Second Reading:

Third Reading:

Public Hearing:

**STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. _____**

AUTHORIZING THE EXPANSION OF THE BOUNDARIES OF THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK JOINTLY DEVELOPED WITH FAIRFIELD COUNTY TO INCLUDE CERTAIN PROPERTY LOCATED IN RICHLAND COUNTY; THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR INFRASTRUCTURE CREDITS TO PROJECT BULLDOG; AND OTHER RELATED MATTERS.

WHEREAS, Richland County (“County”), acting by and through its County Council (“County Council”), is authorized pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop a multicounty park with counties having contiguous borders with the County; and (ii) include property in the multicounty park, which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park (“Fee Payments”);

WHEREAS, the County is further authorized by Section 4-1-175 of the Act to grant credits against Fee Payments (“Infrastructure Credit”) to pay costs of, amongst other things, designing, acquiring, constructing, improving or expanding infrastructure serving the County or a project and for improved and unimproved real estate and personal property, including, but not limited to, machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise (collectively, “Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Fairfield County, South Carolina (“Fairfield”), the I-77 Corridor Regional Industrial Park (“Park”) and executed the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated September 1, 2018 (“Park Agreement”), which governs the operation of the Park;

WHEREAS, a company identified for the time being as Project Bulldog (the “Company”) has invested in, or proposes to invest in, or has caused others to invest in, or proposes to cause others to invest in, a mixed-use commercial development (“Project”), located on, and, in part, comprised of, land more particularly identified in the Agreement (as hereinafter defined) (“Site”), which land is presently located in the County, and anticipates that, should its plans proceed as presently contemplated, the Project will generate a minimum of \$101,100,000 of new aggregate, taxable investment in the County, which investment shall include, but not be limited to, the Company’s investment in acquiring the Site and all existing real property improvements located thereon;

WHEREAS, at the Company’s request, the County desires to expand the boundaries of the Park and to amend the Park Agreement to include the Site and other real and personal property comprising the Project (collectively, the “Property”) in the Park; and

WHEREAS, the City of Forest Acres, South Carolina, the municipality in which the Property is located, must consent to the expansion of the boundaries of the Park to include the Property in the Park in accordance with Section 4-1-170(C) of the Act; and

WHEREAS, the County further desires to enter into an Infrastructure Credit Agreement with the Company, the substantially final form of which is attached as Exhibit A (“Agreement”), to provide Infrastructure Credits against the Company’s Fee Payments with respect to the Project for the purpose of

assisting in paying the costs of certain Infrastructure invested by the Company at, in, or in connection with, the Project, subject to the terms and conditions set forth in the Agreement.

NOW THEREFORE, BE IT ORDAINED, by the County Council as follows:

Section 1. *Statutory Findings.* Based on representations made by the Company to the County, the County finds that the Project and the Infrastructure comprising the Project will enhance the economic development of the County and promote the welfare of its citizens.

Section 2. *Expansion of the Park Boundaries; Inclusion of Property.* The expansion of the Park boundaries and an amendment to the Park Agreement to include the Property in the Park is, contingent upon the City of Forest Acres’s consent to such expansion in accordance with Section 4-1-170(C) of the Act, authorized. The Chair of County Council (“Chair”), is authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries and the amendment to the Park Agreement. Pursuant to the terms of the Park Agreement, the expansion of the Park’s boundaries to include the Property is complete on the adoption of this Ordinance by County Council, receipt of the consent of the City of Forest Acres as to the inclusion of the Property in the Park, and delivery of written notice to Fairfield of the inclusion of the Property in the Park, which written notice shall include a copy of this Ordinance and identification of the Property.

Section 3. *Approval of Infrastructure Credit; Authorization to Execute and Deliver Agreement.* The Infrastructure Credits, as more particularly set forth in the Agreement, against the Company’s Fee Payments with respect to the Project are approved. The form, terms and provisions of the Agreement that is before this meeting are approved and all of the Agreement’s terms are incorporated in this Ordinance by reference as if the Agreement was set out in this Ordinance in its entirety. The Chair is authorized and directed to execute the Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Agreement and to deliver the Agreement to the Company.

Section 4. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development and the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Company under this Ordinance and the Agreement.

Section 5. *Savings Clause.* The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 6. *General Repealer.* Any prior ordinance, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 7. *Effectiveness.* This Ordinance is effective after its third reading and public hearing.

[End of Ordinance]

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: August 30, 2022
Second Reading: September 20, 2022
Public Hearing: _____, 2022
Third Reading: _____, 2022

EXHIBIT A
FORM OF INFRASTRUCTURE CREDIT AGREEMENT

See attached.

INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

PROJECT BULLDOG

Dated as of [_____, 2022]

INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, dated as of [_____, 2022] (as the same may be amended, modified or supplemented from time to time in accordance with the terms hereof, this “Agreement”), by and among RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”), and a company identified for the time being as PROJECT BULLDOG (the “Company”, together with the County, “Parties,” each, a “Party”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the “County Council”) is authorized by the Code of Laws of South Carolina 1976, as amended (the “Code”) and, particularly, Title 4, Chapter 1 of the Code, including Sections 4-1-170 and 4-1-175 thereof, and Section 4-29-68 of the Code (collectively, the “Act”), and Article VIII, Section 13(D) of the South Carolina Constitution (i) to provide credits (“Infrastructure Credits”) to investors for the purpose of defraying certain costs, including, without limitation, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County or a project and for improved and unimproved real estate and personal property, including, but not limited to, machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise (“Infrastructure”), all to enhance the economic development of the County; and (ii) to create, in conjunction with one or more other counties, a joint county industrial or business park (“Park”) in order to facilitate the grant of such Infrastructure Credits to such investors; and

WHEREAS, the Company has invested in, or proposes to invest in, or has caused others to invest in, or proposes to cause others to invest in, a mixed-use commercial development (the “Project”) located on, and, in part, comprised of, land presently and more particularly described on Exhibit A attached hereto (the “Site”), which land is presently located in the County and in the City of Forest Acres, South Carolina (the “City”), and anticipates that should its plans proceed as presently contemplated, the Project will generate a minimum of \$101,100,000 of new aggregate, taxable investment in the County, which investment shall include, but not be limited to, the Company’s investment in acquiring the Site and all existing real property improvements located thereon (the “Base Property”); and

WHEREAS, in accordance with Article VIII, Section 13(D) of the South Carolina Constitution and the Act, real and personal property having a *situs* in a Park is exempt from all *ad valorem* taxation, but, the owners or lessees of such real and personal property are obligated to make, or cause to be made, payments in lieu of taxes to the County in the total amount equivalent to the *ad valorem* taxes or other fee in lieu of tax payments that would have been due and payable with respect to such real and personal property but for the location of such real and personal property within such Park and such resulting exemption (each, a “Fee Payment”); and

WHEREAS, Section 4-1-170(C) of the Act provides that if a Park is to include within its boundaries property which is located within the limits of a municipality, the consent of such municipality must first be obtained prior to such inclusion; and

WHEREAS, pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the Act, the County and Fairfield County, South Carolina (“Fairfield County”) have jointly developed a Park (the “I-77 Corridor Regional Industrial Park”) by entering into that certain Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park dated September 1, 2018 (as amended, modified, or supplemented through the date hereof, and as may be amended, modified, or supplemented from time to time, the “I-77 Corridor Regional Industrial Park

Agreement”); and

WHEREAS, the County has determined to provide for, subject to City consent thereto, the inclusion of the Site and all other real and personal property comprising all or a portion of the Project now or hereafter located thereon within the boundaries of the I-77 Corridor Regional Industrial Park and the maintenance of all such real and personal property within the boundaries of the I-77 Corridor Regional Industrial Park, or a replacement or successor Park, for a period of time, and on terms, sufficient to facilitate the provision to, and receipt by, the Company of the Infrastructure Credits set forth in greater detail herein; and

WHEREAS, the County has determined, *inter alia*, that the Project would promote the purposes of the Act and would be directly and substantially beneficial to the County, the taxing entities therein and the citizens and residents therein due to the investment to be made, or caused to be made, by the Company and any Co-Investors (as defined herein), which contributes to the tax base and the economic welfare of the County, and, accordingly, the County wishes to induce the Company to undertake the Project by offering certain Fee Payment and Park benefits, as well as the benefits of certain Infrastructure Credits as reimbursement for a portion of the costs of certain Infrastructure invested by the Company at, in, or in connection with, the Project, all as set forth in greater detail herein; and

WHEREAS, the County Council has authorized the execution and delivery of this Agreement by an Ordinance enacted by the County Council on [_____, 2022] (the “Ordinance”).

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

ARTICLE I REPRESENTATIONS

Section 1.1. *Representations by the County.* The County represents to the Company as follows:

- (a) The County is a body politic and corporate and a political subdivision of the State of South Carolina;
- (b) The County is authorized and empowered by the provisions of the Act to enter into, execute, deliver, and carry out its obligations under this Agreement;
- (c) The County has duly authorized and approved the execution and delivery of this Agreement by adoption of the Ordinance in accordance with the procedural requirements of the Act and any other applicable state law;
- (d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement;
- (e) The County has approved the inclusion of the Site and all other real and personal property comprising all or a portion of the Project now or hereafter located thereon in the I-77 Corridor Regional Industrial Park; and
- (f) Based on representations made by the Company to the County, the County has determined that the Project and the Infrastructure will enhance the economic development of the County and promote the welfare of its citizens. Therefore, the County is entering into this Agreement for the

purpose of promoting the economic development of the County and the welfare of its citizens.

Section 1.2. Representations and Covenants by the Company. The Company represents to the County as follows:

(a) The Company is in good standing under the laws of [_____], has the power to conduct business in the State of South Carolina and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;

(b) The Company's execution and delivery of this Agreement, and its compliance with the provisions of this Agreement do not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound;

(c) The Infrastructure Credits provided by the County in the manner set forth in this Agreement have been instrumental in inducing the location of the Project in the County; and

(d) The Company covenants to complete any and all Infrastructure in a workmanlike manner and in accordance with all applicable codes and regulations.

ARTICLE II PROJECTIONS, COVENANTS, AND COMMITMENTS OF THE PARTIES

For purposes of this Agreement, "Co-Investor" shall mean the Company, any affiliate, or related party to, the Company, any developer in a build-to-suit arrangement or other leasing arrangement with respect to the Project, any third party acquiring a portion of the Site, whether improved or unimproved, for the purpose of making investment in the Project on such portion of the Site, any lessor of equipment or other property comprising a part of the Project (so long as such leased equipment or property are taxed in the County), and any financing entity or other third party investing in, or providing funds for, the Project.

Section 2.1. Park Covenants by the County. The County has included and, to the extent not so included, will include within the boundaries of the I-77 Corridor Regional Industrial Park, and thereafter maintain within the boundaries of the I-77 Corridor Regional Industrial Park or a successor or replacement Park thereto, the Project, including, but not limited to, the Site, for a period of time, and on terms, sufficient to facilitate the provision to, and receipt by, the Company of the Infrastructure Credits set forth in this Agreement.

Section 2.2. Infrastructure Credits.

(a) To assist in paying for costs of Infrastructure, the County shall provide an Infrastructure Credit against each of the Company's Fee Payments due with respect to the Project in accordance with the term, amount, and calculation of the Infrastructure Credit as described on Exhibit B hereto.

(b) For each tax year for which the Company is entitled to an Infrastructure Credit, the County shall prepare and issue the Company's annual Fee Payment bill with respect to the Project exclusive of the Infrastructure Credit set forth in **Section 2.2(a)** of this Agreement ("Gross Fee Payment"). Following receipt of such bill, the Company shall timely remit the Gross Fee Payment to the County in accordance with applicable law. The Company shall claim the Infrastructure Credits set forth herein with respect to any such annual Fee Payment by filing with the County upon payment, in full, of its annual Gross Fee Payment, an Infrastructure Credits certification, in form and substance reasonably

acceptable to the County, listing the amount of aggregate investment in the Project and in the Infrastructure comprising the Project as of the date of such certification, and the calculation of the Infrastructure Credits to which the Company is entitled against such annual Fee Payment. Upon receipt of such certification from the Company and the receipt by the County of the payment by the Company of its annual Gross Fee Payment, the County shall pay to the Company, by check or other electronic funds transfer requested in writing by the Company, the amount of the Infrastructure Credits to which the Company is entitled against its annual Fee Payment, and such payment shall be effected by the County no later than thirty (30) days following receipt by the County of (i) such certification and (ii) the payment by the Company of the of its annual Gross Fee Payment upon which the Infrastructure Credit is based.

(c) If **Section 2.1** hereof, or the granting of the Infrastructure Credits under this Agreement, is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, the County agrees to provide the Company with an incentive that is valid pursuant to such court ruling and commensurate to the nature and value of the benefits intended to be provided under this Agreement by the County, but never any greater direct cost or expense to the County than which would have been created or imposed by and through the Infrastructure Credits arrangement under this Agreement.

(d) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE COUNTY. THE INFRASTRUCTURE CREDITS ARE DERIVED SOLELY FROM AND TO THE EXTENT OF THE FEE PAYMENTS MADE BY THE COMPANY TO THE COUNTY PURSUANT TO THE ACT AND THE PARK AGREEMENT. THE INFRASTRUCTURE CREDITS DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE PROVISION OF THE INFRASTRUCTURE CREDITS.

(e) The County makes no representation or warranty with respect to the Infrastructure. The execution and delivery of this Agreement and the extension of the Infrastructure Credit do not constitute a commitment by the County to maintain the Infrastructure.

Section 2.3. Site Modifications. The Company or any other Co-Investor may add to, or sell, lease, or otherwise dispose of any portion of, the Site, in its sole discretion. In such event, the Company or such Co-Investor shall deliver to the County a revised Exhibit A to this Agreement or supplements to Exhibit A reflecting any such addition, disposal or removal and such revised or supplemented Exhibit A shall, effective as of the date of any such transaction, addition, disposal, or removal, be automatically made a part of this Agreement without further action or proceedings by the County.

ARTICLE III DEFAULTS AND REMEDIES

Section 3.1. Events of Default. The following are “Events of Default” under this Agreement:

(a) Failure by the Company to make a Fee Payment, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in payment and requesting that it be remedied;

(b) A representation or warranty made by the Company which is deemed materially incorrect when deemed made;

(d) Failure by the Company to perform any of the terms, conditions, obligations, or covenants under this Agreement (other than those described under (a) above), which failure has not been cured within 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Company is diligently pursuing corrective action;

(e) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(f) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 3.2. Remedies on Default.

(a) If an Event of Default by the Company has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate this Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the County has occurred and is continuing, the Company may take one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate this Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 3.3. Reimbursement of Legal Fees and Other Expenses. On the occurrence of an Event of Default, if a Party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing Party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 3.4. Remedies Not Exclusive. No remedy described in this Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity or by statute.

Section 3.5. *Nonwaiver.* A delay or omission by the Company or County to exercise any right or power accruing on an Event of Default does not waive such right or power and is not deemed to be a waiver or acquiescence of the Event of Default. Every power and remedy given to the Company or County by this Agreement may be exercised from time to time and as often as may be deemed expedient.

ARTICLE IV MISCELLANEOUS

Section 4.1. *Examination of Records; Confidentiality.*

(a) The County and its authorized agents, at any reasonable time on prior notice, may enter and examine the Project and have access to and examine the Company's books and records relating to the Project for the purposes of (i) identifying the Project; (ii) verifying the investment in the Infrastructure; and (ii) permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

(b) The County acknowledges that the Company may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("Confidential Information") and that disclosure of the Confidential Information could result in substantial economic harm to the Company. The Company may clearly label any Confidential Information delivered to the County pursuant to this Agreement as "Confidential Information." Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Company acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Company with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

Section 4.2. *Transfers of Project Property; Assignment.* The Company may assign or otherwise transfer any of its rights and interests in this Agreement on prior written consent of the County, which may be given by resolution, and which consent will not be unreasonably conditioned, withheld, or delayed. Notwithstanding the foregoing, any assignment of this Agreement, in whole or in part, to an affiliated entity of the Company is hereby approved without any further action of the County Council. The County's Director of Economic Development must receive notice of any assignment to an affiliated entity of the Company. For purposes of this Agreement, "affiliated entity" shall mean any corporation, limited liability company, partnership or other person or entity which now or hereafter owns all or part of the Company or which is now or hereafter owned in whole or in part by the Company, or by any partner, shareholder or owner of the Company, and shall also include any subsidiary, affiliate or other person, individual, or entity who now or hereafter bears a relationship to the Company as described in Section 267(b) of the Internal Revenue Code.

Section 4.3. *Provisions of Agreement for Sole Benefit of County and Company.* Except as otherwise specifically provided in this Agreement, nothing in this Agreement expressed or implied confers on any person or entity other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

Section 4.4. Severability. If any provision of this Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Agreement are unimpaired, and the Parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Agreement.

Section 4.5. Limitation of Liability.

(a) The County is not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement, except from amounts received by the County from the Company under this Agreement.

(b) All covenants, stipulations, promises, agreements and obligations of the County contained in this Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Agreement or for any claims based on this Agreement may be had against any member of County Council or any elected official, officer, agent, servant or employee of the County except solely in their official capacity.

(c) The County is not responsible for the Infrastructure and disclaims all liability with respect to the Infrastructure.

Section 4.6. Indemnification Covenant.

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “Indemnified Party”) harmless against and from all liability or claims arising from the County’s execution of this Agreement, performance of the County’s obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement.

(b) The County is entitled to use counsel of its choice and the Company shall reimburse the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a) above. The County shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the County within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Company to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Company shall resist or defend against such claim on behalf of the Indemnified Party, at the Company’s expense. The Company is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Company is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County’s obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; or

Section 4.8. *Administrative Fees.* The Company will reimburse, or cause reimbursement to, the County for the Administration Expenses in an amount not exceeding [____]. The Company will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Company shall pay the Administration Expenses as set forth in the written request no later than 60 days following receipt of the written request from the County. For purposes of this Section, "Administration Expenses" means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorneys' fees. Administration Expenses do not include any costs, expenses, including attorneys' fees, incurred by the County (i) in defending challenges to the Fee Payments or Infrastructure Credits brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement. The payment by the Company of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

Section 4.9. *Entire Agreement.* This Agreement expresses the entire understanding and all agreements of the Parties with each other, and neither Party is bound by any agreement or any representation to the other Party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery of this Agreement.

Section 4.10. *Agreement to Sign Other Documents.* From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Agreement to effectuate the purposes of this Agreement.

Section 4.11. *Agreement's Construction.* Each Party and its counsel have reviewed this Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

Section 4.12. *Applicable Law.* South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement and all documents executed in connection with this Agreement.

Section 4.13. *Counterparts; Electronic Signatures.* This Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument. Signature pages to this Agreement may be delivered with original signatures or by photostatic reproduction, telephonic facsimile transmission, e-mail or other electronic transmission or other similar means whereby each original signature has been reproduced (including, without limitation, .pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docusign.com), and all reproduced signatures shall be deemed "electronic signatures" and equivalent to an original signature for all purposes

Section 4.14. *Amendments.* This Agreement may be amended only by written agreement of the Parties.

Section 4.15. *Waiver.* Either Party may waive compliance by the other Party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving Party.

Section 4.16. Termination. Unless first terminated under any other provision of this Agreement, this Agreement terminates on the expiration of the Credit Term (as defined in Exhibit B attached hereto) and payment by the County of any Infrastructure Credits due with respect to the Project pursuant to the terms of this Agreement.

Section 4.17. Business Day. If any action, payment, or notice is, by the terms of this Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the Party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Agreement, and no interest will accrue in the interim.

Section 4.18. Further Proceedings. It is intended by the Parties that any action to be taken hereinafter by the County pursuant to the express provisions of this Agreement may be undertaken by the County without necessity of further proceedings. To the extent that additional proceedings are required by law, however, the County agrees, to the extent permitted by law, to undertake all such steps as may be reasonably required or appropriate to effectuate the intent of this Agreement.

**[TWO SIGNATURE PAGES FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, Richland County, South Carolina has caused this Agreement to be executed by the appropriate officials of the County and its corporate seal to be affixed and attested, effective the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to Council, Richland County Council

[SIGNATURE PAGE 1 TO INFRASTRUCTURE CREDIT AGREEMENT]

IN WITNESS WHEREOF, Project Bulldog has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

PROJECT BULLDOG

By: _____

Name: _____

Its: _____

[SIGNATURE PAGE 2 TO INFRASTRUCTURE CREDIT AGREEMENT]

EXHIBIT A

SITE DESCRIPTION

[To be inserted.]

EXHIBIT B (See Section 2.2)

DESCRIPTION OF INFRASTRUCTURE CREDIT

The Company shall be entitled to receive, and the County shall provide, an Infrastructure Credit against each annual Fee Payment due and owing from the Company to the County with respect to the Project as provided in this Agreement, the cumulative total amount of which Infrastructure Credits shall not exceed the lower of (i) the Company's investment in Infrastructure and (ii) \$23,000,000 (collectively, and, as applicable, "Aggregate Infrastructure Credits Amount"), in an annual amount sufficient to reduce the amount of each such annual Fee Payment due, so that the resulting net annual Fee Payment due equals the Base Fee Payment Amount (as defined below), until the earlier to occur of (i) the date on which the Aggregate Infrastructure Credits Amount have been provided in connection with the Project, or (ii) the 20th annual Fee Payment due and owing from the Company to the County with respect to the Project (the "Credit Term").

For purposes of this Agreement, "Base Fee Payment Amount" shall mean the amount of *ad valorem* taxes levied with respect to the Base Property for Tax Year [2021], which Base Fee Payment amount totals [\$206,719.56].

Richland County Council Request for Action

Subject:

Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to a company identified for the time being as Project Framework; and other related matters

Notes:

First Reading:
Second Reading:
Third Reading:
Public Hearing:

**STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. _____**

AUTHORIZING THE EXPANSION OF THE BOUNDARIES OF THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK JOINTLY DEVELOPED WITH FAIRFIELD COUNTY TO INCLUDE CERTAIN PROPERTY LOCATED IN RICHLAND COUNTY; THE EXECUTION AND DELIVERY OF A PUBLIC INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR PUBLIC INFRASTRUCTURE CREDITS TO A COMPANY IDENTIFIED FOR THE TIME BEING AS PROJECT FRAMEWORK; AND OTHER RELATED MATTERS.

WHEREAS, Richland County (“County”), acting by and through its County Council (“County Council”), is authorized pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop a multicounty park with counties having contiguous borders with the County; and (ii) include property in the multicounty park, which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park (“Fee Payments”);

WHEREAS, the County is further authorized by Section 4-1-175 of the Act, to grant credits against Fee Payments (“Public Infrastructure Credit”) to pay costs of, amongst other things, designing, acquiring, constructing, improving or expanding infrastructure serving the County (collectively, “Public Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Fairfield County, South Carolina (“Fairfield”), the I-77 Corridor Regional Industrial Park (“Park”) and executed the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated September 1, 2018 (“Park Agreement”), which governs the operation of the Park;

WHEREAS, a company identified for the time being as Project Framework (the “Company”), has, as part of a commercial development to be located in the County, committed to establish market rate housing in the County (“Project”) including, and to be located on, land more particularly identified in the Agreement (as hereinafter defined) (“Land”), consisting of total taxable investment by the Company in real and personal property of not less than \$80,000,000, and in connection with the Project, anticipates making investment in certain Public Infrastructure;

WHEREAS, at the Company’s request, the County desires to expand the boundaries of the Park and to amend the Park Agreement to include the Land and other real and personal property comprising the Project (collectively, the “Property”) in the Park; and

WHEREAS, the City of Columbia, South Carolina, the municipality in which the Property is located, must consent to the expansion of the boundaries of the Park to include the Property in the Park in accordance with Section 4-1-170(C) of the Act; and

WHEREAS, the County further desires to enter into a Public Infrastructure Credit Agreement with the Company, the substantially final form of which is attached as Exhibit A (“Agreement”), to provide Public Infrastructure Credits against the Company’s Fee Payments with respect to the Project for the

purpose of assisting in paying the costs of certain Public Infrastructure invested by the Company at, in, or in connection with, the Project, subject to the terms and conditions set forth in the Agreement.

NOW THEREFORE, BE IT ORDAINED, by the County Council as follows:

Section 1. *Statutory Findings.* Based on representations made by the Company to the County, the County finds that the Project and the Public Infrastructure will enhance the economic development of the County and promote the welfare of its citizens.

Section 2. *Expansion of the Park Boundaries; Inclusion of Property.* The expansion of the Park boundaries and an amendment to the Park Agreement to include the Property in the Park is, contingent upon the City of Columbia's consent to such expansion in accordance with Section 4-1-170(C) of the Act, authorized. The Chair of County Council ("Chair"), is authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries and the amendment to the Park Agreement. Pursuant to the terms of the Park Agreement, the expansion of the Park's boundaries to include the Property is complete on the adoption of this Ordinance by County Council, receipt of the consent of the City of Columbia as to the inclusion of the Property in the Park, and delivery of written notice to Fairfield of the inclusion of the Property in the Park, which written notice shall include a copy of this Ordinance and identification of the Property.

Section 3. *Approval of Public Infrastructure Credit; Authorization to Execute and Deliver Agreement.* The Public Infrastructure Credits, as more particularly set forth in the Agreement, against the Company's Fee Payments with respect to the Project are approved. The form, terms and provisions of the Agreement that is before this meeting are approved and all of the Agreement's terms are incorporated in this Ordinance by reference as if the Agreement was set out in this Ordinance in its entirety. The Chair is authorized and directed to execute the Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Agreement and to deliver the Agreement to the Company.

Section 4. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development and the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Company under this Ordinance and the Agreement.

Section 5. *Savings Clause.* The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 6. *General Repealer.* Any prior ordinance, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 7. *Effectiveness.* This Ordinance is effective after its third reading and public hearing.

[End of Ordinance]

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: July 19, 2022
Second Reading: September 20, 2022
Public Hearing: _____, 2022
Third Reading: _____, 2022

EXHIBIT A
FORM OF AGREEMENT

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

PROJECT FRAMEWORK

Effective as of: [_____, 2022]

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

This PUBLIC INFRASTRUCTURE CREDIT AGREEMENT, effective as of [_____, 2022] (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and a company identified for the time being as PROJECT FRAMEWORK (as hereinafter defined “Company” together with the County, “Parties,” each, a “Party”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (“County Council”), is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop multicounty parks with counties having contiguous borders with the County; and (ii) include property in the multicounty park, which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park (“Fee Payments”);

WHEREAS, the County is further authorized by Section 4-1-175 of the Act to grant credits against Fee Payments (“Public Infrastructure Credit”) to pay costs of, amongst other things, designing, acquiring, constructing, improving or expanding public infrastructure serving the County (collectively, “Public Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Fairfield County, South Carolina, the I-77 Corridor Regional Industrial Park (“Park”) and executed the “Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park” dated September 1, 2018 (“Park Agreement”), which governs the operation of the Park;

WHEREAS, as part of a commercial development to be located in the County, the Company has committed to establish market rate housing in the County (“Project”) including, and to be located on, land more particularly identified on Exhibit A hereto (“Land”), consisting of total taxable investment by the Company in real and personal property of not less than \$80,000,000, and in connection with the Project, anticipates making investment in certain Public Infrastructure as further described herein;

WHEREAS, by an ordinance enacted on [_____, 2022] (“Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Land and other real and personal property comprising the Project (“Property”) in the Park, and the City of Columbia, South Carolina consented to such expansion of Park boundaries by an ordinance enacted on [_____, 2022] in accordance with Section 4-1-170(C) of the Act; and

WHEREAS, pursuant to the Ordinance, the County further authorized the execution and delivery of this Agreement to provide Public Infrastructure Credits against the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Public Infrastructure invested by the Company at, in, or in connection with, the Project, subject to the terms and conditions below.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

**ARTICLE I
REPRESENTATIONS**

Section 1.1. *Representations by the County.* The County represents to the Company as follows:

- (a) The County is a body politic and corporate and a political subdivision of the State of South Carolina;
- (b) The County is authorized and empowered by the provisions of the Act to enter into and carry out its obligations under this Agreement;
- (c) The County has duly authorized and approved the execution and delivery of this Agreement by adoption of the Ordinance in accordance with the procedural requirements of the Act and any other applicable state law;
- (d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement;
- (e) The County has approved the inclusion of the Property in the Park; and
- (f) Based on representations made by the Company to the County, the County has determined the Project and the Public Infrastructure, including, but not limited to, the Company Public Infrastructure, as defined below, will enhance the economic development of the County and promote the welfare of its citizens. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County and the welfare of its citizens.

Section 1.2. *Representations and Covenants by the Company.* The Company represents to the County as follows:

- (a) The Company is in good standing under the laws of [_____], has power to conduct business in the State of South Carolina and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;
- (b) The Company will use commercially reasonable efforts to achieve the Investment Commitment, as defined below, at the Project;
- (c) The Company's execution and delivery of this Agreement, and its compliance with the provisions of this Agreement do not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound; and
- (d) The Company covenants to complete any and all Company Public Infrastructure in a workmanlike manner and in accordance with all applicable codes and regulations.

**ARTICLE II
PUBLIC INFRASTRUCTURE CREDITS**

Section 2.1. *Investment Commitment.* The Company shall invest not less than \$80,000,000 in taxable property in the Project ("Investment Commitment") by [_____, 2027] ("Certification Deadline"). The Company shall certify to the County achievement of the Investment Commitment on a date no later than the Certification Deadline ("Certification Date"), by providing documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, and, only with respect to the personal property portion of the Project, any SCDOR PT-100 filed by the Company with

respect to the Project, to the County's Economic Development Department sufficient to reflect achievement of the Investment Commitment, in form and substance reasonably acceptable to the County. Notwithstanding anything in this Agreement to the contrary, the Certification Date shall not be later than, and may not be extended past, the Certification Deadline. If the Company fails to achieve and so certify the Investment Commitment by the Certification Deadline, the County may terminate this Agreement and, upon any such termination, the Company shall no longer be entitled to any further benefits under this Agreement. Notwithstanding anything in this Agreement to the contrary, the Certification Deadline shall not be later than, and may not be extended past, the last day of the year which is five years after the effective date of this Agreement.

Section 2.2. Public Infrastructure Commitment.

(a) Prior to receiving the Public Infrastructure Credits under this Agreement, the Company shall make an investment in Public Infrastructure in the County which may be comprised of any or all of the following improvements and facilities benefitting the public or dedicated to public use: water, sewer, or stormwater improvements, greenspaces, recreation or community facilities, pedestrian or transportation facilities, parking facilities, facade redevelopment, roadway improvements, and energy production or communications technology infrastructure. Public Infrastructure may also include expenditures on the eradication of blight.

(b) In connection with the Project, the Company has committed with commercially reasonable efforts to invest in the Public Infrastructure as described on Exhibit B hereto ("Company Public Infrastructure"). The Company shall certify its actual investment in the Company Public Infrastructure to the County on the Certification Date, by providing documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, to the County's Economic Development Department sufficient to reflect the Company's investment in the Company Public Infrastructure, in form and substance reasonably acceptable to the County. If the Company fails to substantially complete the Company Public Infrastructure by the Certification Deadline in the cumulative total investment amount set forth on Exhibit B hereto, then the Company may not be entitled to the full value of the Public Infrastructure Credit as provided by this Agreement.

(c) Following the Certification Date, the County's Economic Development Department shall have 30 days ("Verification Deadline") to verify the Company's investment in the Company Public Infrastructure. The County has the right to exclude from the investment in Company Public Infrastructure certified by the Company any costs the County determines, in its sole discretion, to be ineligible costs. The County may also reject any Company Public Infrastructure investment as ineligible if the County determines, in its sole discretion, that it has not been completed in a workmanlike manner or in accordance with applicable codes or regulations. The County's Economic Development Department shall, on a date no later than the Verification Deadline (the "Verification Date"), provide to the Company, by written notice, the County's determination of the verified amount of Company Public Infrastructure investment. Failure to provide such a written determination by the Verification Deadline shall be deemed to be a determination by the County that all Company Public Infrastructure investment certified by the Company is verified as eligible costs, and, in such event, the Verification Date shall be deemed to be the Verification Deadline.

Section 2.3. Public Infrastructure Credit.

(a) To assist in paying for costs of Company Public Infrastructure, the County shall provide a Public Infrastructure Credit against each of the Company's Fee Payments due with respect to the Project, commencing with the first Fee Payment following the Verification Date. The term, amount and calculation of the Public Infrastructure Credit is described on Exhibit C hereto.

(b) For each tax year for which the Company is entitled to a Public Infrastructure Credit, the County shall prepare and issue the Company's annual Fee Payment bill with respect to the Project net of the Public Infrastructure Credit set forth in **Section 2.3(a)** of this Agreement ("Net Fee Payment"). Following receipt of the bill, the Company shall timely remit the Net Fee Payment to the County in accordance with applicable law.

(c) THIS AGREEMENT AND THE PUBLIC INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE COUNTY. THE PUBLIC INFRASTRUCTURE CREDITS ARE DERIVED SOLELY FROM AND TO THE EXTENT OF THE FEE PAYMENTS MADE BY THE COMPANY TO THE COUNTY PURSUANT TO THE ACT AND THE PARK AGREEMENT. THE PUBLIC INFRASTRUCTURE CREDITS DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE PROVISION OF THE PUBLIC INFRASTRUCTURE CREDITS.

(d) The County makes no representation or warranty with respect to the Company Public Infrastructure. The execution and delivery of this Agreement and the extension of the Public Infrastructure Credit do not constitute a commitment by the County to maintain the Company Public Infrastructure.

Section 2.4. Filings; Administration. To assist the County in administering the Public Infrastructure Credit, with respect to the Company's Fee Payments due with respect to the personal property portion of the Project, the Company shall, for each tax year corresponding to the Credit Term, as defined on Exhibit C hereto, prepare and file a separate schedule to the SCDOR PT-100 with respect to the personal property portion of the Project. Additionally, the Company shall, on or before January 31 of each year following the commencement of the Credit Term, deliver to the Economic Development Director of the County the information required by the terms of the County's Resolution dated December 12, 2017, which is attached hereto as Exhibit D, as may be amended by subsequent resolution, with respect to the Company.

Section 2.5 Cumulative Public Infrastructure Credit. The cumulative dollar amount of the Public Infrastructure Credit shall not exceed the amount invested by the Company in Company Public Infrastructure, as verified, or deemed verified, by the County on or before the Verification Deadline. The County Economic Development Department shall provide the verified investment amount to the County Auditor for purposes of applying the Public Infrastructure Credit in accordance with **Section 2.3** of this Agreement.

ARTICLE III DEFAULTS AND REMEDIES

Section 3.1. Events of Default. The following are "Events of Default" under this Agreement:

(a) Failure by the Company to make a Net Fee Payment, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in payment and requesting that it be remedied;

(b) An abandonment or closure of the Project; for purposes of this Agreement, "abandonment or closure of the Project" means failure to place all or a portion of the Project in service by December 31, 2027;

(c) A representation or warranty made by the Company which is deemed materially incorrect when deemed made;

(d) Failure by the Company to perform any of the terms, conditions, obligations, or covenants under this Agreement (other than those described in **Sections 2.1** and **2.2** of this Agreement and under **(a)** above), which failure has not been cured within 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Company is diligently pursuing corrective action;

(e) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(f) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 3.2. Remedies on Default.

(a) If an Event of Default by the Company has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate this Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the County has occurred and is continuing, the Company may take one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate this Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 3.3. Reimbursement of Legal Fees and Other Expenses. On the occurrence of an Event of Default, if a Party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing Party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 3.4. Remedies Not Exclusive. No remedy described in this Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity or by statute.

Section 3.5. *Nonwaiver.* A delay or omission by the Company or County to exercise any right or power accruing on an Event of Default does not waive such right or power and is not deemed to be a waiver or acquiescence of the Event of Default. Every power and remedy given to the Company or County by this Agreement may be exercised from time to time and as often as may be deemed expedient.

ARTICLE IV MISCELLANEOUS

Section 4.1. *Examination of Records; Confidentiality.*

(a) The County and its authorized agents, at any reasonable time on prior notice, may enter and examine the Project and have access to and examine the Company's books and records relating to the Project for the purposes of (i) identifying the Project; (ii) confirming achievement of the Investment Commitment; (iii) verifying the investment in the Company Public Infrastructure; and (iv) permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

(b) The County acknowledges that the Company may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("Confidential Information") and that disclosure of the Confidential Information could result in substantial economic harm to the Company. The Company may clearly label any Confidential Information delivered to the County pursuant to this Agreement as "Confidential Information." Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Company acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Company with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

Section 4.2. *Assignment.* The Company may assign or otherwise transfer any of its rights and interests in this Agreement on prior written consent of the County, which may be given by resolution, and which consent will not be unreasonably conditioned, withheld, or delayed. Notwithstanding the foregoing, any assignment of this Agreement, in whole or in part, to an affiliated entity of the Company is hereby approved without any further action of the County Council. The County's Director of Economic Development must receive notice of any assignment to an affiliated entity of the Company. For purposes of this Agreement, "affiliated entity" shall mean any corporation, limited liability company, partnership or other person or entity which now or hereafter owns all or part of the Company or which is now or hereafter owned in whole or in part by the Company, or by any partner, shareholder or owner of the Company, and shall also include any subsidiary, affiliate or other person, individual, or entity who now or hereafter bears a relationship to the Company as described in Section 267(b) of the Internal Revenue Code.

Section 4.3. *Provisions of Agreement for Sole Benefit of County and Company.* Except as otherwise specifically provided in this Agreement, nothing in this Agreement expressed or implied confers on any person or entity other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

Section 4.4. Severability. If any provision of this Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Agreement are unimpaired, and the Parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Agreement.

Section 4.5. Limitation of Liability.

(a) The County is not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement, except from amounts received by the County from the Company under this Agreement.

(b) All covenants, stipulations, promises, agreements and obligations of the County contained in this Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Agreement or for any claims based on this Agreement may be had against any member of County Council or any elected official, officer, agent, servant or employee of the County except solely in their official capacity.

(c) The County is not responsible for the Company Public Infrastructure and disclaims all liability with respect to the Company Public Infrastructure.

Section 4.6. Indemnification Covenant.

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “Indemnified Party”) harmless against and from all liability or claims arising from the County’s execution of this Agreement, performance of the County’s obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement.

(b) The County is entitled to use counsel of its choice and the Company shall reimburse the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a) above. The County shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the County within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Company to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Company shall resist or defend against such claim on behalf of the Indemnified Party, at the Company’s expense. The Company is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Company is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County’s obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; or (ii) resulting from that Indemnified Party’s own negligence, bad faith, fraud, deceit, or willful misconduct.

than 60 days following receipt of the written request from the County. For purposes of this Section, "Administration Expenses" means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorneys' fees. Administration Expenses do not include any costs, expenses, including attorneys' fees, incurred by the County (i) in defending challenges to the Fee Payments or Public Infrastructure Credits brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement. The payment by the Company of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

Section 4.9. Entire Agreement. This Agreement expresses the entire understanding and all agreements of the Parties with each other, and neither Party is bound by any agreement or any representation to the other Party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery of this Agreement.

Section 4.10. Agreement to Sign Other Documents. From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Agreement to effectuate the purposes of this Agreement.

Section 4.11. Agreement's Construction. Each Party and its counsel have reviewed this Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

Section 4.12. Applicable Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement and all documents executed in connection with this Agreement.

Section 4.13. Counterparts. This Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 4.14. Amendments. This Agreement may be amended only by written agreement of the Parties.

Section 4.15. Waiver. Either Party may waive compliance by the other Party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving Party.

Section 4.16. Termination. Unless first terminated under any other provision of this Agreement, this Agreement terminates on the expiration of the Credit Term and payment by the Company of any outstanding Net Fee Payment due on the Project pursuant to the terms of this Agreement.

Section 4.17. Business Day. If any action, payment, or notice is, by the terms of this Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the Party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Agreement, and no interest will accrue in the interim.

[TWO SIGNATURE PAGES FOLLOW]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Richland County, South Carolina, has caused this Agreement to be executed by the appropriate officials of the County and its corporate seal to be affixed and attested, effective the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to Council, Richland County Council

[SIGNATURE PAGE 1 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

IN WITNESS WHEREOF, Project Framework has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

PROJECT FRAMEWORK

By: _____

Name: _____

Its: _____

[SIGNATURE PAGE 2 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

EXHIBIT A

LAND DESCRIPTION

[To be inserted.]

EXHIBIT B (See Section 2.2)

DESCRIPTION OF COMPANY PUBLIC INFRASTRUCTURE

The Company Public Infrastructure includes a structured parking garage featuring approximately 682 parking spaces; the Company anticipates that approximately forty to forty-five percent of such parking spaces will be shared with future commercial/retail development in the BullStreet District and approximately three to five percent of such parking spaces will be made available to the public. In addition to the structured parking garage, the Company Public Infrastructure will consist of extensive streetscape improvements, including the construction or restoration of an estimated 87 on-street public parking spaces, and an approximately 25,000 square foot outdoor public art walk and plaza that will connect to an on-site art gallery. The anticipated total cost of the Company Public Infrastructure is approximately \$22,626,500, and is further detailed below:

Company Public Infrastructure Budget Estimate	
Description	Budget
Structured Parking Garage	\$19,096,000
Public Streetscape Improvements	\$437,500
On-Street Public Parking	\$1,218,000
Public Art Walk & Plaza	\$1,875,000
Total Projected Company Public Infrastructure Costs	\$22,626,500

Notwithstanding anything above or in this Agreement to the contrary, the Company and the County acknowledge and agree that: (i) the Company Public Infrastructure shall, subject to the provisions of **Section 2.2(c)** of this Agreement, include, in addition to that described and delineated above, any Public Infrastructure invested in by the Company in connection with the Project and consisting of improvements or infrastructure included within the description of Public Infrastructure set forth in **Section 2.2** of this Agreement; and, (ii) the specific line item budget amounts listed above are current estimates and the actual expenditures made by the Company with respect to each such line item may fluctuate as the Project develops.

EXHIBIT C (See Section 2.3)

DESCRIPTION OF PUBLIC INFRASTRUCTURE CREDIT

The County shall provide a 50% Public Infrastructure Credit against the Fee Payments due and owing from the Company to the County with respect to the Project as provided in this Agreement, provided, the cumulative total amount of the Public Infrastructure Credit shall not exceed the Company's investment in the Company Public Infrastructure.

The Company is eligible to receive the Public Infrastructure Credit against each of the Company's Fee Payments due with respect to the Project for a period of 10 consecutive years, beginning with the first such Fee Payment due with respect to the Project following the Verification Date and ending on the earlier of the 10th year or the year in which the cumulative total amount of the Public Infrastructure Credit equals the Company's investment in the Company Public Infrastructure ("Credit Term").

EXHIBIT D (See Section 2.4)

**RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING
ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY**

**A RESOLUTION TO AMEND THE DECEMBER 21, 2010,
RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY
PRACTICES CONCERNING ECONOMIC DEVELOPMENT
PROJECTS IN RICHLAND COUNTY**

WHEREAS, Richland County Council adopted a resolution dated as of December 21, 2010 (“Prior Resolution”), which requires companies receiving economic development incentives from Richland County, South Carolina (“County”) to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to make the form of the annual reports submitted by such companies uniform in order to make the substantive information contained in the annual reports more easily tracked and documented by the Richland County Economic Development Office.

NOW, THEREFORE, BE IT RESOLVED by Richland County Council as follows:

Section 1. The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by January 31 of each year throughout the term of the incentives.

Section 2. The Richland County Economic Development Office is authorized to create (and from time to time, if necessary, amend or recreate) and make available the form of the annual report; however, such form, shall require, at a minimum, the following information:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;

Section 3. A copy of the then-current form of the annual report may be obtained from the following address. The annual report shall likewise be submitted to the following address by the required date.

Richland County Economic Development Office
Attention: Kim Mann
1201 Main Street, Suite 910
Columbia, SC 29201

Section 4. This Resolution amends the Prior Resolution and sets forth the County’s requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

Section 5. The substance of this Resolution shall be incorporated into the agreement between the County and each company with respect to the incentives granted by the County to the company.


Section 6. In the event that any company shall fail to submit an annual report, or any portion thereof, such company may be required to return all incentives, or a dollar amount equal thereof, to the County. Such incentives, or the dollar amount equal thereto, shall be paid to the County within 60 days after the date upon which the information was originally due.

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA


Chair, Richland County Council

(SEAL)
ATTEST:


Clerk to County Council

Richland County Council Request for Action

Subject:

An Ordinance authorizing several easements to Dominion Energy South Carolina, Inc. for the transportation of gas, oil petroleum products, or any other liquids, gases, or substances which can be transported through a pipe line; located on property owned by Richland County along Clemson Road; and as is more fully described herein

Notes:

First Reading: September 13, 2022

Second Reading:

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. _____-22HR

AN ORDINANCE AUTHORIZING SEVERAL EASEMENTS TO DOMINION ENERGY SOUTH CAROLINA, INC. FOR THE TRANSPORTATION OF GAS, OIL PETROLEUM PRODUCTS, OR ANY OTHER LIQUIDS, GASES OR SUBSTANCES WHICH CAN BE TRANSPORTED THROUGH A PIPE LINE; LOCATED ON PROPERTY OWNED BY RICHLAND COUNTY ALONG CLEMSON ROAD; AND AS IS MORE FULLY DESCRIBED HEREIN.

Pursuant to the authority granted by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, BE IT ENACTED BY RICHLAND COUNTY COUNCIL:

SECTION I. The County of Richland and its employees and agents are hereby authorized to grant to DOMINION ENERGY SOUTH CAROLINA, INC. three permanent easements and two temporary easements over a portion of county owned land for the transportation of gas, oil petroleum products, or any other liquids, gases or substances which can be transported through a pipe line; all as specifically described in: 1) Easement #903234; 2) R.W. No. T-R22900-02-07 TMS No. R22900-02-07 TEMPORARY WORK SPACE AGREEMENT; 3) Easement #902880; 4) Easement #903503; and 5) R.W. No. T-R25800-04-01 TMS No. R25800-04-01 TEMPORARY WORK SPACE AGREEMENT; all of which are attached hereto and incorporated herein.

SECTION II. Severability. If any section, subsection, or clause of this ordinance shall be deemed unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

SECTION III. Conflicting Ordinances. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____.

RICHLAND COUNTY COUNCIL

By: _____
Overture Walker, Chair

Attest this _____ day of _____, 2022.

Anette Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only
No Opinion Rendered As To Content

First Reading:
Second Reading:
Public Hearing:
Third Reading:

R.W. No. T-R22900-02-07
TMS No. R22900-02-07

TEMPORARY WORK SPACE AGREEMENT

THIS AGREEMENT made and entered into as of this _____ day of _____, 2022, by _____, of **Richland County**, hereinafter called "Grantor," does hereby temporarily grant to Dominion Energy South Carolina, Inc. ("DESC" or "Grantee"), a South Carolina corporation, whose primary address is 220 Operation Way, Cayce, SC 29033, permission to enter Grantor's land, owned and situated in Richland County, State of South Carolina, hereinafter referred to as the "Property".

Tax Map Number: R22900-02-07

The undersigned, for and in consideration of the sum of **Six Thousand Six Hundred Fifteen 00/100 Dollar(s) (\$6,615)** paid by DESC, the receipt of which is hereby acknowledged, agrees as follows:

1. Grants DESC its employees, agents and contractors, a **Temporary Work Space**, (0.778) acre(s), more or less, area along and adjacent to the lands granted in a Right-of-Way Grant for ingress and egress to the Property as shown on the map prepared by SGC for Dominion Energy as shown on **EXHIBIT "A"**, as attached and for purposes of the construction on a natural gas pipeline ("Permitted Activities") and provided that all other terms of this Agreement are complied with.
2. DESC shall be responsible for any and all costs related to the Permitted Activities, including installation, operation, and removal of equipment on the Property. The scope, sequence, and timing of the Permitted Activities shall be at the sole discretion of DESC.
3. DESC shall bear the cost of any damage to the Property caused by DESC during the exercise of the Permitted Activities described in this Agreement. DESC will restore the Property to as reasonable of a condition as prior to the Permitted Activities being performed.
4. If Grantor owns less than the full interest in the above described land, then the amount of the Temporary Work Space consideration shall be reduced proportionately.
5. This Agreement may be executed by Grantor and Grantee in two or more counterparts, each of which shall constitute an original, but all of which shall constitute but one and the same instrument, and each Grantor shall receive payment hereunder in such proportion as his/her respective interest bears to the entire fee simple title.
6. This Agreement shall terminate upon completion of construction.

Commented [DTL1]: Remove this section if for TWS ONLY.

Commented [DTL2]: Use this section as needed....delete if not needed.

The Remainder of This Page Left Bank Intentionally

Signed and Delivered this _____ day of _____, 2022.

Grantor(s) **Richland County**

Witness

Print Name: _____

Witness

Easement # 903234

INDENTURE, made this _____ day of _____, 2022 by and between **Richland County** of the County of **Richland** and State of South Carolina, hereinafter called "Grantor" (whether singular or plural), and the **DOMINION ENERGY SOUTH CAROLINA, INC.**, a South Carolina corporation, having its principal office in Cayce, South Carolina, hereinafter called "Grantee".

WITNESSETH:

That, in consideration of the sum of One Dollar (\$1.00) received from Grantee and the additional consideration hereinafter set forth, Grantor hereby grants and conveys to Grantee, its successors and assigns, a right of way of the width as indicated on Exhibit "A" for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines, together with valves, tieovers and appurtenant facilities, for the transportation of gas, oil petroleum products, or any other liquids, gases or substances which can be transported through a pipe line, the Grantee to have the right to select the route, under, upon, over, through and across the lands of Grantor situate in the County of **Richland**, State of South Carolina. Being a tract of land containing **12.00** acres, more or less, and being the same lands conveyed to Grantor by deed of **Village at Sandhill, LLC**, dated or recorded **5/5/2004** and filed in the Register of Deeds office for **Richland County** in **Deed Book 931 at Page 1478 (the "Property")**.

The Right of Way granted as more fully shown on attached Exhibit "A"

TMS: R22900-02-07

Together with the right from time to time to redesign, rebuild or alter said pipe lines and to install such additional pipe lines, apparatus and equipment as Grantee may at any time deem necessary and the right to remove any pipe line or any part thereof, all within the above described right of way.

Together also with the right of ingress, egress, and access to and from the right of way across and upon the Property as may be necessary or convenient for purposes connected with said right of way.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees ("danger trees") beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected; provided that Grantee will pay to Grantor the fair market value of such danger trees at the time of cutting as determined by a registered professional forester, and the right of entry upon said lands of Grantor for all of the purposes aforesaid. All pipe shall be buried to such depth so that it will not interfere with the ordinary cultivation of said land.

Provided, however, any damage to the property of Grantor (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said pipe line shall be borne by Grantee.

Reserving, however, to Grantor the right to cultivate and use the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected by the Grantor within the width of said right of way.

And it is a condition of this grant that Grantee shall tender, and Grantor shall accept, Grantee's check in the sum of Fifteen Thousand Eight Hundred Fifty Five Dollars (\$15,855). Should any liens and encumbrances exist, Grantee reserves the right at its discretion to pay all or any portion of the consideration for this agreement to the holders of any liens on the Property. Such payments to lien holders shall be part of the consideration for this agreement to the same effect as if made directly to the Grantor.

The words "Grantor" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantor has duly executed this indenture the day and year first above written.

WITNESS:

Richland County

1st Witness

By: _____ (SEAL)

Print: _____

2nd Witness

Title: _____

R.W. No. T-R25800-04-01
TMS No. R25800-04-01

TEMPORARY WORK SPACE AGREEMENT

THIS AGREEMENT made and entered into as of this _____ day of _____, 2022, by _____, of **Board of Commissioners/Richland County**, hereinafter called "Grantor," does hereby temporarily grant to Dominion Energy South Carolina, Inc. ("DESC" or "Grantee"), a South Carolina corporation, whose primary address is 220 Operation Way, Cayce, SC 29033, permission to enter Grantor's land, owned and situated in Richland County, State of South Carolina, hereinafter referred to as the "Property".

Tax Map Number: R25800-04-01

The undersigned, for and in consideration of the sum of **One Thousand Five Hundred Fifty Dollar(s) (\$1,550)** paid by DESC, the receipt of which is hereby acknowledged, agrees as follows:

1. Grants DESC its employees, agents and contractors, a **Temporary Work Space**, (0.277) acre(s), more or less, area along and adjacent to the lands granted in a Right-of-Way Grant for ingress and egress to the Property as shown on the map prepared by SGC for Dominion Energy as shown on **EXHIBIT "A"**, as attached and for purposes of the construction on a natural gas pipeline ("Permitted Activities") and provided that all other terms of this Agreement are complied with.
2. **DESC** shall be responsible for any and all costs related to the Permitted Activities, including installation, operation, and removal of equipment on the Property. The scope, sequence, and timing of the Permitted Activities shall be at the sole discretion of DESC.
3. DESC shall have the right to remove or clear trees, underbrush, structures and other obstructions, within the temporary work space.
4. DESC shall bear the cost of any damage to the Property caused by DESC during the exercise of the Permitted Activities described in this Agreement. DESC will restore the Property to as reasonable of a condition as prior to the Permitted Activities being performed.
5. If Grantor owns less than the full interest in the above described land, then the amount of the Temporary Work Space consideration shall be reduced proportionately.
6. Grantor shall receive payment hereunder in such proportion as his/her respective interest bears to the entire fee simple title.
7. This Agreement shall terminate upon completion of construction.

Commented [DTL1]: Remove this section if for TWS ONLY.

Commented [DTL2]: Use this section as needed....delete if not needed.

The Remainder of This Page Left Bank Intentionally

Signed and Delivered this _____ day of _____, 2022.

Grantor(s) **Board of Commissioners
Richland County**

Witness

Print Name: _____

Witness

Easement # 903503

INDENTURE, made this _____ day of _____, 2022 by and between **Board of Commissioners/Richland County** of the County of **Richland** and State of South Carolina, hereinafter called "Grantor" (whether singular or plural), and the **DOMINION ENERGY SOUTH CAROLINA, INC.**, a South Carolina corporation, having its principal office in Cayce, South Carolina, hereinafter called "Grantee".

WITNESSETH:

That, in consideration of the sum of One Dollar (\$1.00) received from Grantee and the additional consideration hereinafter set forth, Grantor hereby grants and conveys to Grantee, its successors and assigns, a right of way of the width of **Eleven point Two Six (11.26')** feet for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines, together with valves, tieovers and appurtenant facilities, for the transportation of gas, oil petroleum products, or any other liquids, gases or substances which can be transported through a pipe line, the Grantee to have the right to select the route, under, upon, over, through and across the lands of Grantor situate in the County of **Richland**, State of South Carolina. Being a tract of land containing **3.08** acres, more or less, and being the same lands conveyed to Grantor by deed of **Sinking Fund Commission**, dated or recorded **9/19/1945** and filed in the Register of Deeds office for **Richland County** in **Deed Book 146 at Page 106 (the "Property")**.

The Right of Way granted as more fully shown on attached Exhibit "A"

TMS: R25800-04-01

Together with the right from time to time to redesign, rebuild or alter said pipe lines and to install such additional pipe lines, apparatus and equipment as Grantee may at any time deem necessary and the right to remove any pipe line or any part thereof, all within the above described right of way.

Together also with the right of ingress, egress, and access to and from the right of way across and upon the Property as may be necessary or convenient for purposes connected with said right of way.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees ("danger trees") beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected; provided that Grantee will pay to Grantor the fair market value of such danger trees at the time of cutting as determined by a registered professional forester, and the right of entry upon said lands of Grantor for all of the purposes aforesaid. All pipe shall be buried to such depth so that it will not interfere with the ordinary cultivation of said land.

Provided, however, any damage to the property of Grantor (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said pipe line shall be borne by Grantee.

Reserving, however, to Grantor the right to cultivate and use the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected by the Grantor within the width of said right of way.

And it is a condition of this grant that Grantee shall tender, and Grantor shall accept, Grantee's check in the sum of Seven Hundred Fifty Five Dollars (\$755). Should any liens and encumbrances exist, Grantee reserves the right at its discretion to pay all or any portion of the consideration for this agreement to the holders of any liens on the Property. Such payments to lien holders shall be part of the consideration for this agreement to the same effect as if made directly to the Grantor.

The words "Grantor" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantor has duly executed this indenture the day and year first above written.

WITNESS:

Board of Commissioners/Richland County

1st Witness

By: _____ (SEAL)

Print: _____

2nd Witness

Title: _____

Easement # 902880

INDENTURE, made this _____ day of _____, 2022 by and between **Board of Commissioners/Richland County** of the County of **Richland** and State of South Carolina, hereinafter called "Grantor" (whether singular or plural), and the **DOMINION ENERGY SOUTH CAROLINA, INC.**, a South Carolina corporation, having its principal office in Cayce, South Carolina, hereinafter called "Grantee".

WITNESSETH:

That, in consideration of the sum of One Dollar (\$1.00) received from Grantee and the additional consideration hereinafter set forth, Grantor hereby grants and conveys to Grantee, its successors and assigns, a right of way of the width as indicated on Exhibit "A" for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines, together with valves, tieovers and appurtenant facilities, for the transportation of gas, oil petroleum products, or any other liquids, gases or substances which can be transported through a pipe line, the Grantee to have the right to select the route, under, upon, over, through and across the lands of Grantor situate in the County of **Richland**, State of South Carolina. Being a tract of land containing **0.03** acres, more or less, and being the same lands conveyed to Grantor by deed of **Sinking Fund Commission**, dated or recorded **9/19/1945** and filed in the Register of Deeds office for **Richland County** in **Deed Book 146 at Page 106 (the "Property")**.

The Right of Way granted as more fully shown on attached Exhibit "A"

TMS: R25800-04-01

Together with the right from time to time to redesign, rebuild or alter said pipe lines and to install such additional pipe lines, apparatus and equipment as Grantee may at any time deem necessary and the right to remove any pipe line or any part thereof, all within the above described right of way.

Together also with the right of ingress, egress, and access to and from the right of way across and upon the Property as may be necessary or convenient for purposes connected with said right of way.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees ("danger trees") beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected; provided that Grantee will pay to Grantor the fair market value of such danger trees at the time of cutting as determined by a registered professional forester, and the right of entry upon said lands of Grantor for all of the purposes aforesaid. All pipe shall be buried to such depth so that it will not interfere with the ordinary cultivation of said land.

Provided, however, any damage to the property of Grantor (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said pipe line shall be borne by Grantee.

Reserving, however, to Grantor the right to cultivate and use the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected by the Grantor within the width of said right of way.

And it is a condition of this grant that Grantee shall tender, and Grantor shall accept, Grantee's check in the sum of Five Hundred Dollars (\$500). Should any liens and encumbrances exist, Grantee reserves the right at its discretion to pay all or any portion of the consideration for this agreement to the holders of any liens on the Property. Such payments to lien holders shall be part of the consideration for this agreement to the same effect as if made directly to the Grantor.

The words "Grantor" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantor has duly executed this indenture the day and year first above written.

WITNESS:

Board of Commissioners/Richland County

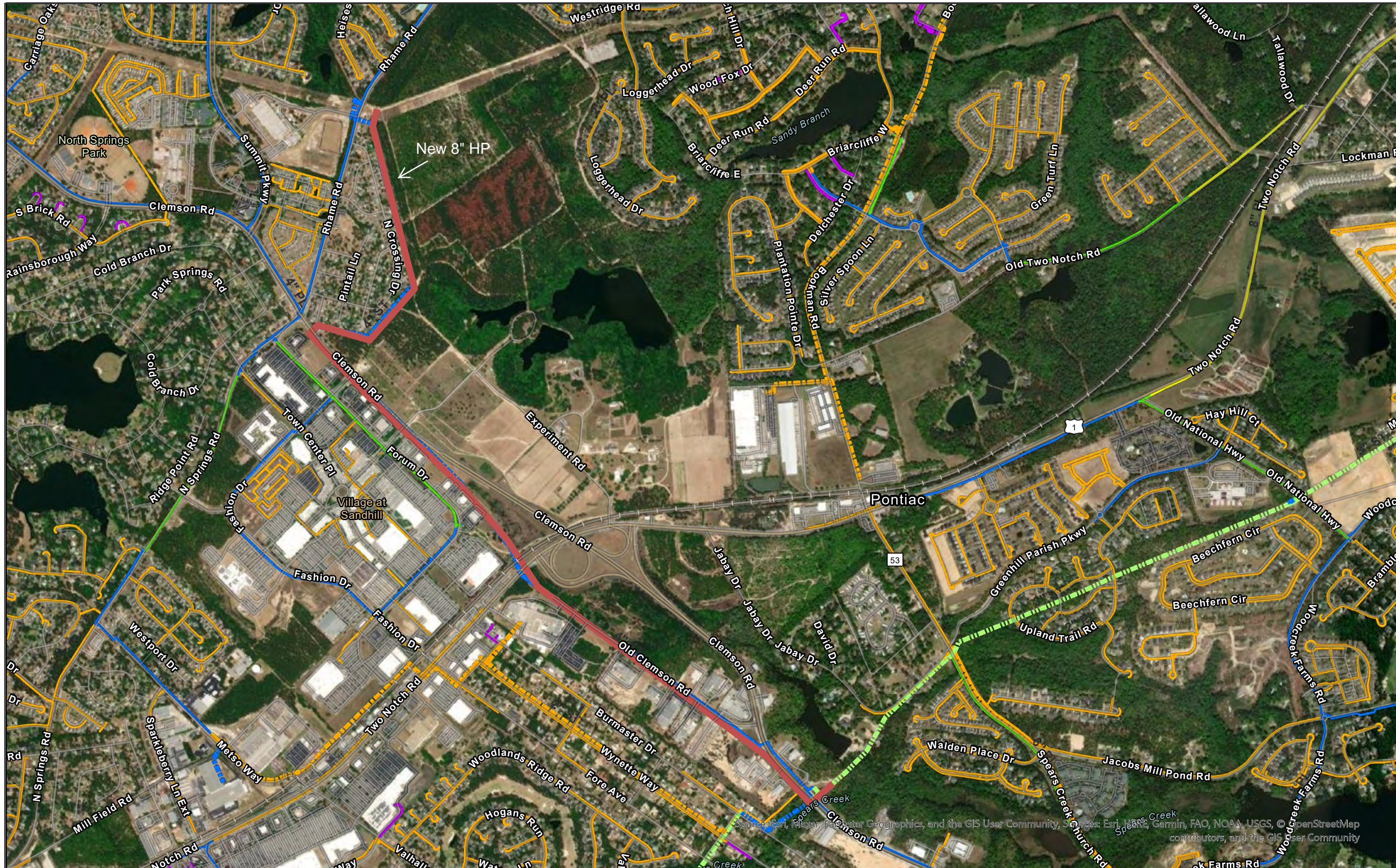
1st Witness

By: _____ (SEAL)

Print: _____

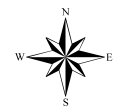
2nd Witness

Title: _____



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

SEWER CROSS BORE INFORMATION
 VERIFIED NO "GAS MAIN" CROSS BORE: YES NO
 *IF NO, EXPLAIN:
 METHODS: (LA) LOCATED AND AVOIDED (OT) OPEN TRENCH (LVP) LOCATED AND VISUALLY POT HOLED (SC) SEWER CAMERA (BHC) BOREHOLE CAMERA
 *THE SEWER CROSS BORE VERIFICATION METHOD SHALL BE INDICATED ON THE AS-BUILT DRAWING FOR EVERY PIPE SECTION INSTALLED BY CONVENTIONAL BORE OR HDD.
 *THE LOCATION OF THE GAS MAIN (PLAN VIEW) SHALL BE SHOWN FOR ALL BORES BY PROVIDING THE DIMENSIONS OF THE ENTRANCE PIT AND EXIT PIT TO A FIXED OBJECT OR LANDMARK.
 *ALL SEWER MAINS WITHIN PROJECT LIMITS MUST BE DEPICTED ON THE AS-BUILT DRAWING TO SHOW THE PROXIMITY TO THE GAS MAIN BEING INSTALLED.
 *FOR SECTIONS NOT MARKED ON THE DRAWING WITH A VERIFICATION METHOD, IT WILL BE ASSUMED THAT THE PARTICULAR SECTION WAS INSTALLED BY OPEN TRENCH.



PLAN SAFETY INTO EVERY JOB

This information for planning usage only and should not be considered exact. A Dominion Energy approved field inspection and locate is required.

Dominion Energy South Carolina Clemson RD 8" HP Growth Feeder Phase 1	
Date: 5/11/2022	Scale: 1:18,056



Richland County FLC
R22900-02-42
\$32,325 total

Tract 24 - Board of
Commissioners/
Richland County
R22900-02-07
\$22,470 total

Tract 27 -
Richland County
R25800-04-01
\$500 total


Tract 27.5 - Board
of Commissioners/
Richland County
R25800-04-01
\$2,305 total




AREA TABLE			<h1>EXHIBIT A</h1>
EASEMENT TYPE	ACRES	SQ. FT.	
PE	0.004	180	
TCE	----	----	

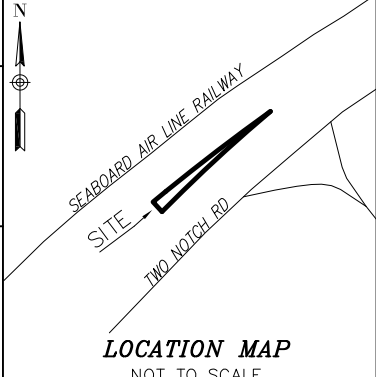
PROPERTY LINES DEPICTED ON THIS EXHIBIT DERIVED FROM DEEDS AND PLATS OF RECORD WITH TIES TO AVAILABLE PROPERTY CORNERS AND OTHER EVIDENCE OF POSSESSION BY FIELD SURVEY. THIS EXHIBIT IS NOT A PROPERTY BOUNDARY SURVEY. ALL PROPERTY LINE LOCATIONS SUBJECT TO FULL BOUNDARY SURVEY OF THE DEPICTED PARCEL. ALL DISTANCES SHOWN ARE SOUTH CAROLINA STATE GRID SCALE.

SOUTH CAROLINA STATE GRID NORTH NAD83 (2020)

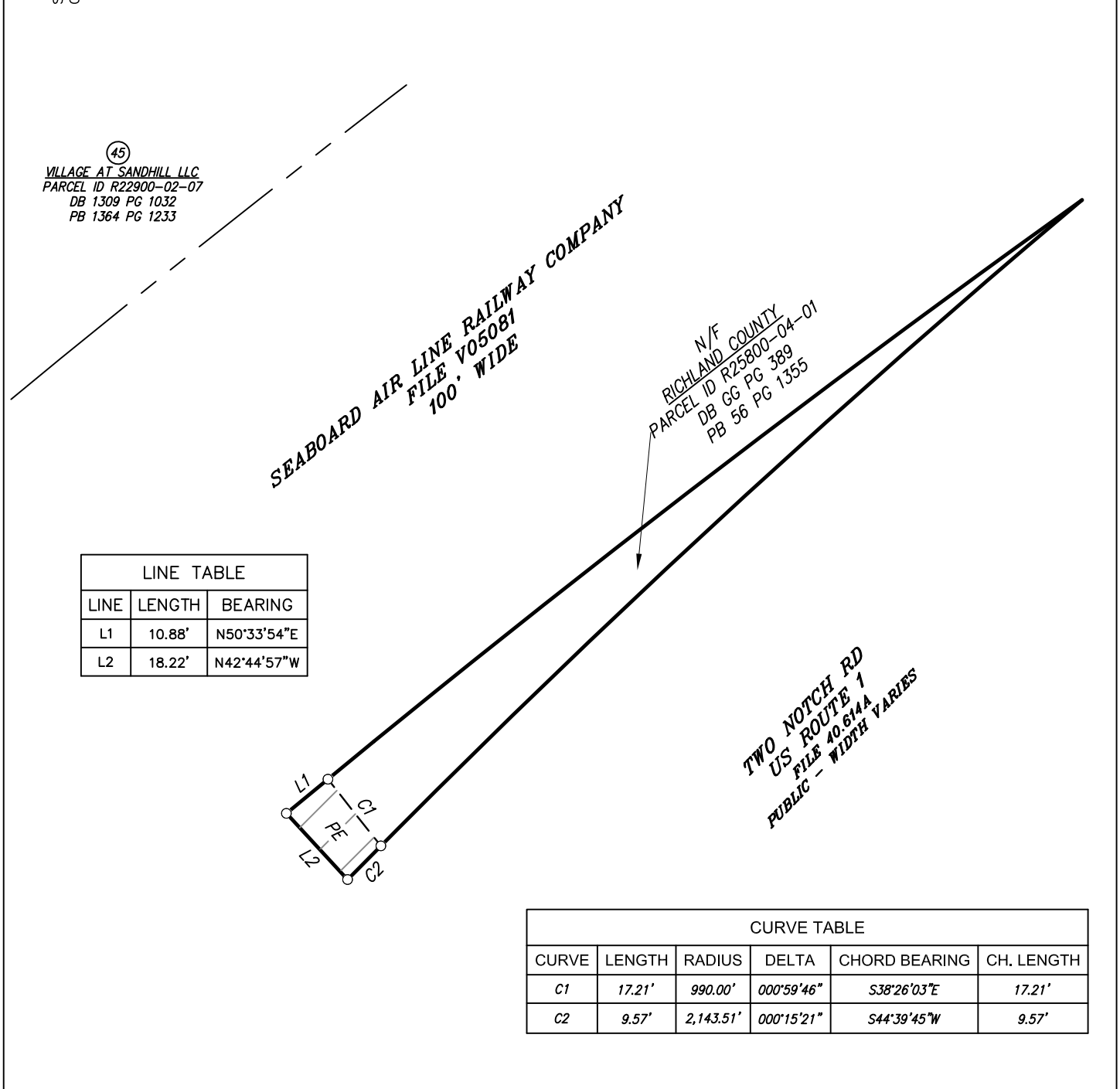


SCALE IN FEET





LOCATION MAP
NOT TO SCALE





LINE TABLE		
LINE	LENGTH	BEARING
L1	10.88'	N50°33'54"E
L2	18.22'	N42°44'57"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CH. LENGTH
C1	17.21'	990.00'	000°59'46"	S38°26'03"E	17.21'
C2	9.57'	2,143.51'	000°15'21"	S44°39'45"W	9.57'

LEGEND	
<ul style="list-style-type: none"> ○ COMPUTED POINT (NOT SET) PE PERMANENT EASEMENT TCE TEMPORARY CONSTRUCTION EASEMENT POC POINT OF COMMENCEMENT POB POINT OF BEGINNING R/W RIGHT OF WAY N/F NOW OR FORMERLY 	<ul style="list-style-type: none"> SUBJECT PARCEL SUBJECT EASEMENT STREET RIGHT OF WAY ADJACENT PARCEL EXISTING EASEMENT CENTERLINE TIE LINE

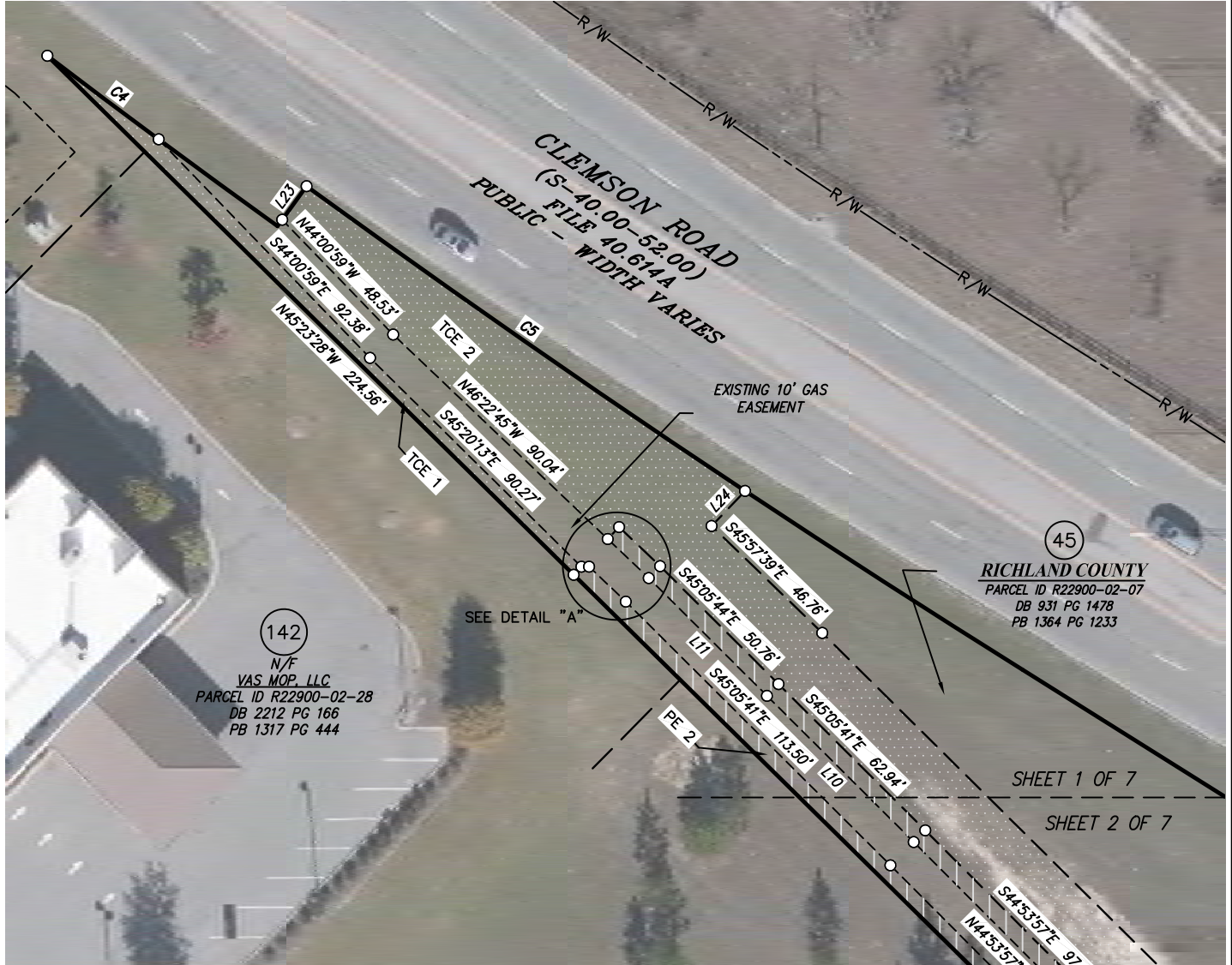
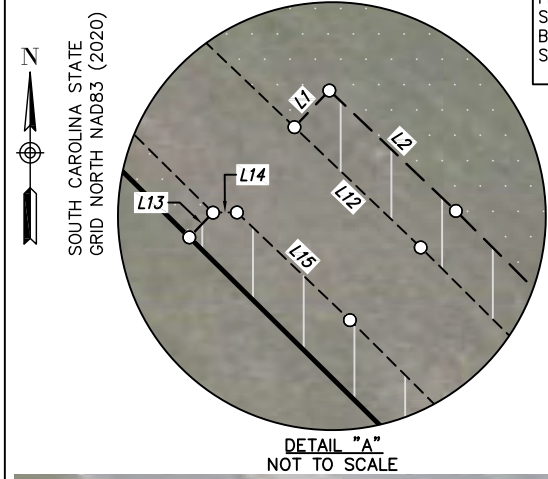
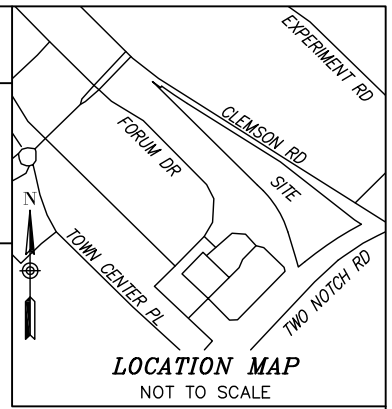
- NOTES**
1. AREA BY COORDINATE COMPUTATION METHOD.
 2. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN INTERNATIONAL FEET.
 3. PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS, & RIGHTS OF WAY.
 4. SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THIS FIELD SURVEY.

 <small>SGC SURVEYING NC, PLLC 156B RACEWAY DRIVE MOORESVILLE, NC 28117 PHONE: (800)-581-4031</small>	DOMINION ENERGY EXHIBIT - PARCEL #129	 DOMINION ENERGY <small>SOUTH CAROLINA, INC. 601 TAYLOR ROAD CAYCE, SOUTH CAROLINA 29033 TELEPHONE NO. (800)251-7234</small>	
	EASEMENT ACROSS THE LAND OF RICHLAND COUNTY		
	<small>B/S CLEMSON RD EXT CITY OF COLUMBIA RICHLAND COUNTY, SOUTH CAROLINA</small>		
REVISION	DATE: 04/09/2021	SCALE: 1"=30'	
	DRAWN BY: ECW	DEED: GG	
	CHECK BY: EFC	PAGE: 389	
1 OF 1			

AREA TABLE		
EASEMENT TYPE	ACRES	SQ. FT.
PE	0.373	16,257
TCE	0.778	33,871

EXHIBIT A

PROPERTY LINES DEPICTED ON THIS EXHIBIT DERIVED FROM DEEDS AND PLATS OF RECORD WITH TIES TO AVAILABLE PROPERTY CORNERS AND OTHER EVIDENCE OF POSSESSION BY FIELD SURVEY. THIS EXHIBIT IS NOT A PROPERTY BOUNDARY SURVEY. ALL PROPERTY LINE LOCATIONS SUBJECT TO FULL BOUNDARY SURVEY OF THE DEPICTED PARCEL. ALL DISTANCES SHOWN ARE SOUTH CAROLINA STATE GRID SCALE.



LEGEND	
○	COMPUTED POINT (NOT SET)
PE	PERMANENT EASEMENT
TCE	TEMPORARY CONSTRUCTION EASEMENT
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
R/W	RIGHT OF WAY
N/F	NOW OR FORMERLY
	SUBJECT PARCEL
	SUBJECT EASEMENT
	STREET RIGHT OF WAY
	ADJACENT PARCEL
	EXISTING EASEMENT
	CENTERLINE
	TIE LINE

- NOTES**
1. AREA BY COORDINATE COMPUTATION METHOD.
 2. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN INTERNATIONAL FEET.
 3. PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS, & RIGHTS OF WAY.
 4. SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THIS FIELD SURVEY.

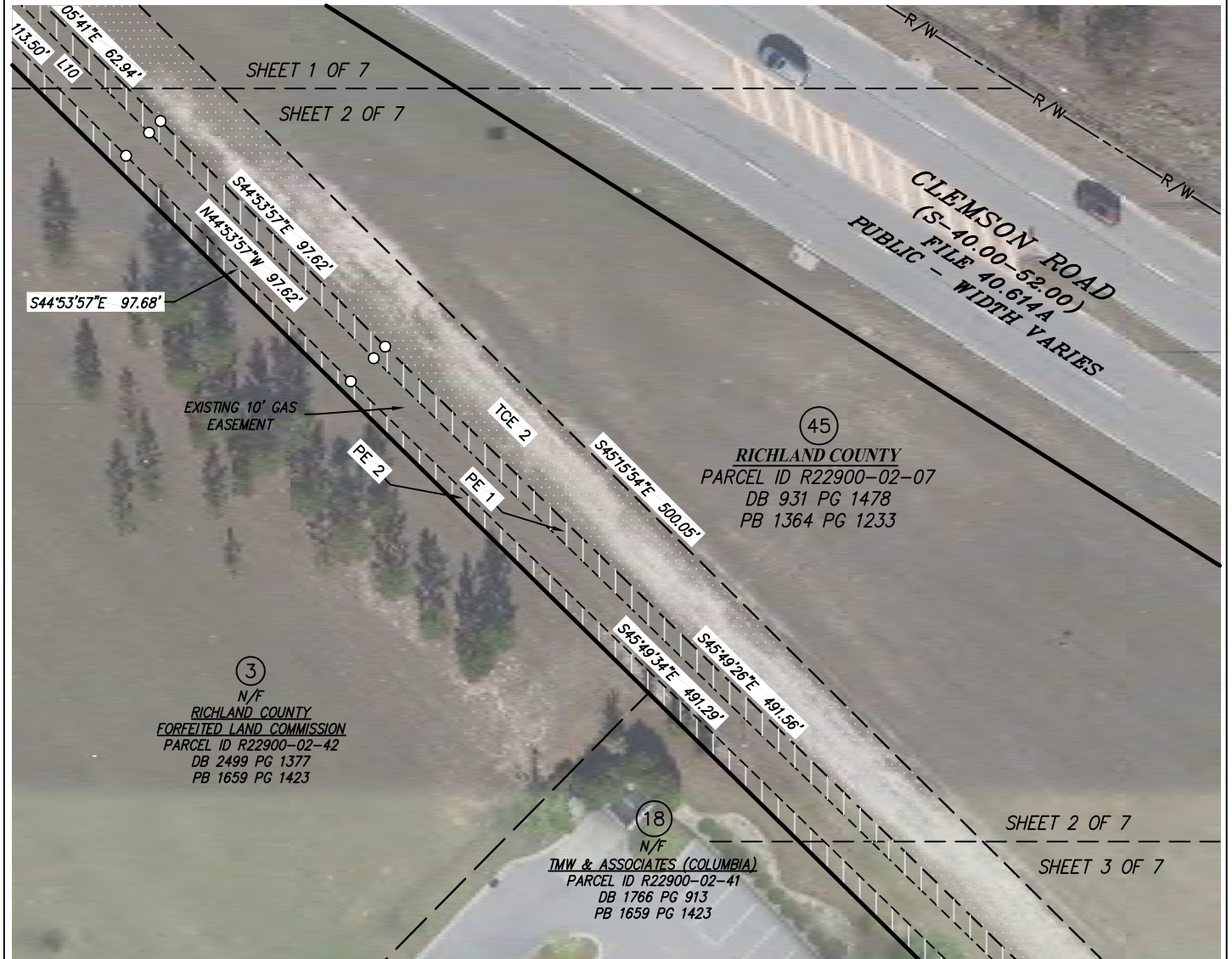
<p>SGC SURVEYING NC, PLLC 156B RACEWAY DRIVE MOORESVILLE, NC 28117 PHONE: (800)-581-4031</p>	<p>DOMINION ENERGY EXHIBIT PARCEL 45</p>		<p>DOMINION ENERGY SOUTH CAROLINA, INC. 601 TAYLOR ROAD CAYCE, SOUTH CAROLINA 29033 TELEPHONE NO. (800)251-7234</p>
	<p>EASEMENT ACROSS THE LAND OF RICHLAND COUNTY</p> <p>CLEMSON ROAD, CITY OF COLUMBIA RICHLAND COUNTY, SOUTH CAROLINA</p>		
<p>REVISION</p> <p>REVISED WORKSPACE 05/05/22</p>	<p>DATE: 3/2/2021</p> <p>DRAWN BY: MAI</p> <p>CHECK BY: EFC</p>	<p>SCALE: 1"=50'</p> <p>DEED: 931</p> <p>PAGE: 1478</p>	
<p>1 OF 8</p>			

AREA TABLE			<h1 style="margin: 0;">EXHIBIT A</h1>
EASEMENT TYPE	ACRES	SQ. FT.	
PE	0.373	16,257	PROPERTY LINES DEPICTED ON THIS EXHIBIT DERIVED FROM DEEDS AND PLATS OF RECORD WITH TIES TO AVAILABLE PROPERTY CORNERS AND OTHER EVIDENCE OF POSSESSION BY FIELD SURVEY. THIS EXHIBIT IS NOT A PROPERTY BOUNDARY SURVEY. ALL PROPERTY LINE LOCATIONS SUBJECT TO FULL BOUNDARY SURVEY OF THE DEPICTED PARCEL. ALL DISTANCES SHOWN ARE SOUTH CAROLINA STATE GRID SCALE.
TCE	0.778	33,871	

SOUTH CAROLINA STATE
GRID NORTH NAD83 (2020)

SCALE IN FEET

LOCATION MAP
NOT TO SCALE



LEGEND	NOTES
<ul style="list-style-type: none"> ○ COMPUTED POINT (NOT SET) PE PERMANENT EASEMENT TCE TEMPORARY CONSTRUCTION EASEMENT POC POINT OF COMMENCEMENT POB POINT OF BEGINNING R/W RIGHT OF WAY N/F NOW OR FORMERLY 	<ol style="list-style-type: none"> 1. AREA BY COORDINATE COMPUTATION METHOD. 2. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN INTERNATIONAL FEET. 3. PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS, & RIGHTS OF WAY. 4. SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THIS FIELD SURVEY.

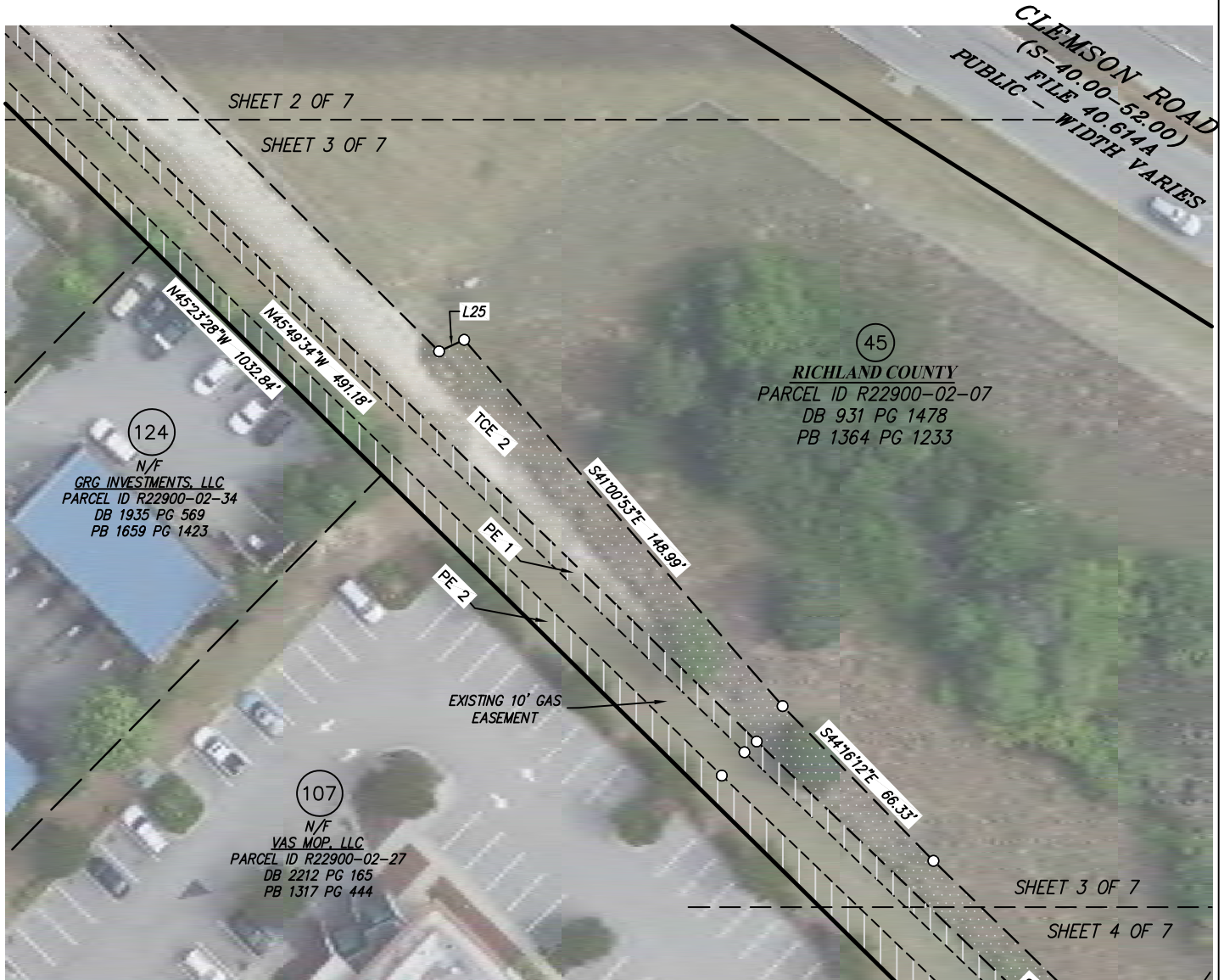
<p style="font-size: x-small; margin-top: 5px;">SGC SURVEYING NC, PLLC 156B RACEWAY DRIVE MOORESVILLE, NC 28117 PHONE: (800)-581-4031</p>	DOMINION ENERGY EXHIBIT PARCEL 45		<p style="font-weight: bold; font-size: small; margin-top: 10px;">DOMINION ENERGY SOUTH CAROLINA, INC. 601 TAYLOR ROAD CAYCE, SOUTH CAROLINA 29033 TELEPHONE NO. (800)251-7234</p>
	EASEMENT ACROSS THE LAND OF RICHLAND COUNTY		
	CLEMSON ROAD, CITY OF COLUMBIA RICHLAND COUNTY, SOUTH CAROLINA		
REVISION	DATE: 3/2/2021	SCALE: 1"=50'	
REVISED WORKSPACE 05/05/22	DRAWN BY: MAI	DEED: 931	
	CHECK BY: EFC	PAGE: 1478	
2 OF 8			

AREA TABLE			<h1>EXHIBIT A</h1>
EASEMENT TYPE	ACRES	SQ. FT.	
PE	0.373	16,257	PROPERTY LINES DEPICTED ON THIS EXHIBIT DERIVED FROM DEEDS AND PLATS OF RECORD WITH TIES TO AVAILABLE PROPERTY CORNERS AND OTHER EVIDENCE OF POSSESSION BY FIELD SURVEY. THIS EXHIBIT IS NOT A PROPERTY BOUNDARY SURVEY. ALL PROPERTY LINE LOCATIONS SUBJECT TO FULL BOUNDARY SURVEY OF THE DEPICTED PARCEL. ALL DISTANCES SHOWN ARE SOUTH CAROLINA STATE GRID SCALE.
TCE	0.778	33,871	

SOUTH CAROLINA STATE
GRID NORTH NAD83 (2020)

SCALE IN FEET

LOCATION MAP
NOT TO SCALE



LEGEND	
○ COMPUTED POINT (NOT SET)	————— SUBJECT PARCEL
PE PERMANENT EASEMENT	- - - - - SUBJECT EASEMENT
TCE TEMPORARY CONSTRUCTION EASEMENT	- - - - - R/W — STREET RIGHT OF WAY
POC POINT OF COMMENCEMENT	————— ADJACENT PARCEL
POB POINT OF BEGINNING	- - - - - EXISTING EASEMENT
R/W RIGHT OF WAY	————— CENTERLINE
N/F NOW OR FORMERLY	- - - - - TIE LINE

- NOTES**
1. AREA BY COORDINATE COMPUTATION METHOD.
 2. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN INTERNATIONAL FEET.
 3. PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS, & RIGHTS OF WAY.
 4. SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THIS FIELD SURVEY.

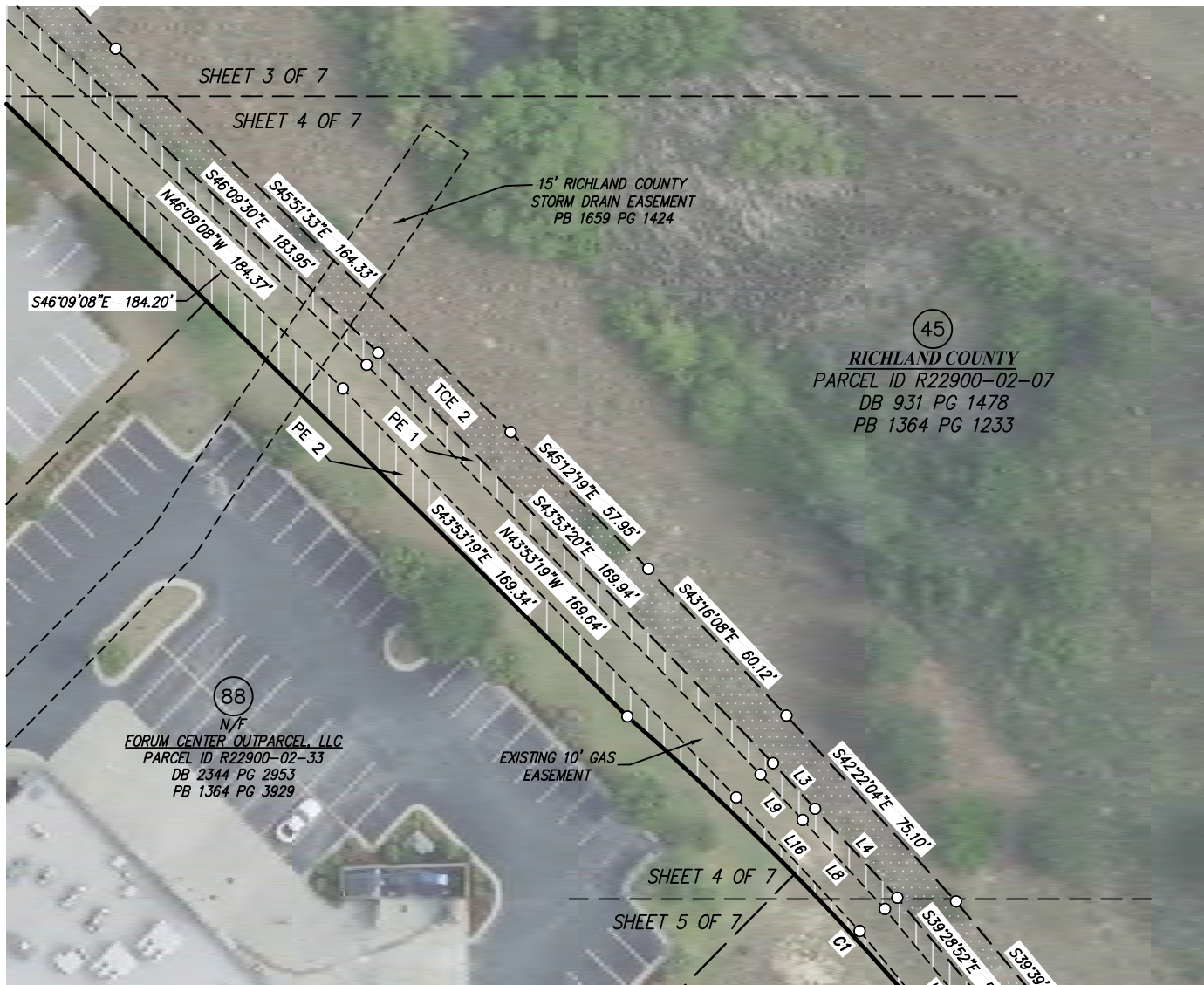
 <small>SGC SURVEYING NC, PLLC 156B RACEWAY DRIVE MOORESVILLE, NC 28117 PHONE: (800)-581-4031</small>	DOMINION ENERGY EXHIBIT PARCEL 45		 Dominion Energy
	EASEMENT ACROSS THE LAND OF RICHLAND COUNTY CLEMSON ROAD, CITY OF COLUMBIA RICHLAND COUNTY, SOUTH CAROLINA		
REVISION	DATE: 3/2/2021	SCALE: 1"=50'	
REVISED WORKSPACE 05/05/22	DRAWN BY: MAI	DEED: 931	
	CHECK BY: EFC	PAGE: 1478	
3 OF 8			DOMINION ENERGY SOUTH CAROLINA, INC. 601 TAYLOR ROAD CAYCE, SOUTH CAROLINA 29033 TELEPHONE NO. (800)251-7234

AREA TABLE			<h1 style="margin: 0;">EXHIBIT A</h1>
EASEMENT TYPE	ACRES	SQ. FT.	
PE	0.373	16,257	PROPERTY LINES DEPICTED ON THIS EXHIBIT DERIVED FROM DEEDS AND PLATS OF RECORD WITH TIES TO AVAILABLE PROPERTY CORNERS AND OTHER EVIDENCE OF POSSESSION BY FIELD SURVEY. THIS EXHIBIT IS NOT A PROPERTY BOUNDARY SURVEY. ALL PROPERTY LINE LOCATIONS SUBJECT TO FULL BOUNDARY SURVEY OF THE DEPICTED PARCEL. ALL DISTANCES SHOWN ARE SOUTH CAROLINA STATE GRID SCALE.
TCE	0.778	33,871	

SOUTH CAROLINA STATE
GRID NORTH NAD83 (2020)

SCALE IN FEET

LOCATION MAP
NOT TO SCALE



LEGEND	
○ COMPUTED POINT (NOT SET)	————— SUBJECT PARCEL
PE PERMANENT EASEMENT	- - - - - SUBJECT EASEMENT
TCE TEMPORARY CONSTRUCTION EASEMENT	- - - - - R/W — STREET RIGHT OF WAY
POC POINT OF COMMENCEMENT	————— ADJACENT PARCEL
POB POINT OF BEGINNING	- - - - - EXISTING EASEMENT
R/W RIGHT OF WAY	————— CENTERLINE
N/F NOW OR FORMERLY	- - - - - TIE LINE

- NOTES**
1. AREA BY COORDINATE COMPUTATION METHOD.
 2. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN INTERNATIONAL FEET.
 3. PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS, & RIGHTS OF WAY.
 4. SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THIS FIELD SURVEY.

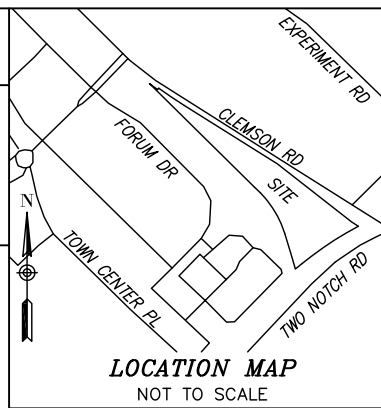
 <small>SGC SURVEYING NC, PLLC 156B RACEWAY DRIVE MOORESVILLE, NC 28117 PHONE: (800)-581-4031</small>	DOMINION ENERGY EXHIBIT PARCEL 45	
	EASEMENT ACROSS THE LAND OF RICHLAND COUNTY	
	CLEMSON ROAD, CITY OF COLUMBIA RICHLAND COUNTY, SOUTH CAROLINA	
REVISION	DATE: 3/2/2021	SCALE: 1"=50'
REVISED WORKSPACE 05/05/22	DRAWN BY: MAI	DEED: 931
	CHECK BY: EFC	PAGE: 1478
4 OF 8		

DOMINION ENERGY
SOUTH CAROLINA, INC.
601 TAYLOR ROAD
CAYCE, SOUTH CAROLINA 29033
TELEPHONE NO. (800)251-7234

AREA TABLE		
EASEMENT TYPE	ACRES	SQ. FT.
PE	0.373	16,257
TCE	0.778	33,871

EXHIBIT A

PROPERTY LINES DEPICTED ON THIS EXHIBIT DERIVED FROM DEEDS AND PLATS OF RECORD WITH TIES TO AVAILABLE PROPERTY CORNERS AND OTHER EVIDENCE OF POSSESSION BY FIELD SURVEY. THIS EXHIBIT IS NOT A PROPERTY BOUNDARY SURVEY. ALL PROPERTY LINE LOCATIONS SUBJECT TO FULL BOUNDARY SURVEY OF THE DEPICTED PARCEL. ALL DISTANCES SHOWN ARE SOUTH CAROLINA STATE GRID SCALE.



SOUTH CAROLINA STATE GRID NORTH NAD83 (2020)



LEGEND	
○	COMPUTED POINT (NOT SET)
PE	PERMANENT EASEMENT
TCE	TEMPORARY CONSTRUCTION EASEMENT
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
R/W	RIGHT OF WAY
N/F	NOW OR FORMERLY
—————	SUBJECT PARCEL
-----	SUBJECT EASEMENT
-----R/W-----	STREET RIGHT OF WAY
-----	ADJACENT PARCEL
-----	EXISTING EASEMENT
-----	CENTERLINE
-----	TIE LINE

- NOTES**
1. AREA BY COORDINATE COMPUTATION METHOD.
 2. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN INTERNATIONAL FEET.
 3. PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS, & RIGHTS OF WAY.
 4. SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THIS FIELD SURVEY.

DOMINION ENERGY EXHIBIT PARCEL 45	
EASEMENT ACROSS THE LAND OF RICHLAND COUNTY	
CLEMSON ROAD, CITY OF COLUMBIA RICHLAND COUNTY, SOUTH CAROLINA	
REVISION	DATE: 3/2/2021
REVISED WORKSPACE 05/05/22	DRAWN BY: MAI
	CHECK BY: EFC
	SCALE: 1"=50'
	DEED: 931
	PAGE: 1478

DOMINION ENERGY
SOUTH CAROLINA, INC.
601 TAYLOR ROAD
CAYCE, SOUTH CAROLINA 29033
TELEPHONE NO. (800)251-7234

AREA TABLE			<h1>EXHIBIT A</h1>
EASEMENT TYPE	ACRES	SQ. FT.	
PE	0.373	16,257	PROPERTY LINES DEPICTED ON THIS EXHIBIT DERIVED FROM DEEDS AND PLATS OF RECORD WITH TIES TO AVAILABLE PROPERTY CORNERS AND OTHER EVIDENCE OF POSSESSION BY FIELD SURVEY. THIS EXHIBIT IS NOT A PROPERTY BOUNDARY SURVEY. ALL PROPERTY LINE LOCATIONS SUBJECT TO FULL BOUNDARY SURVEY OF THE DEPICTED PARCEL. ALL DISTANCES SHOWN ARE SOUTH CAROLINA STATE GRID SCALE.
TCE	0.778	33,871	

SOUTH CAROLINA STATE
GRID NORTH NAD83 (2020)

SCALE IN FEET

LOCATION MAP

NOT TO SCALE



LEGEND	
○	COMPUTED POINT (NOT SET)
PE	PERMANENT EASEMENT
TCE	TEMPORARY CONSTRUCTION EASEMENT
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
R/W	RIGHT OF WAY
N/F	NOW OR FORMERLY
—————	SUBJECT PARCEL
- - - - -	SUBJECT EASEMENT
- - - - - R/W	STREET RIGHT OF WAY
—————	ADJACENT PARCEL
- - - - -	EXISTING EASEMENT
—————	CENTERLINE
- - - - -	TIE LINE

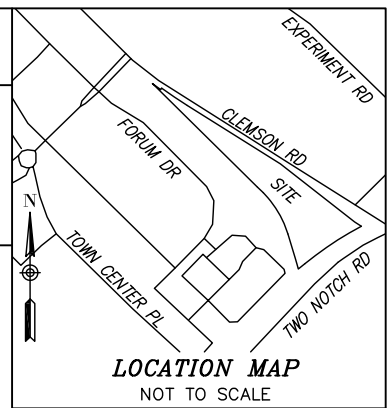
- NOTES**
1. AREA BY COORDINATE COMPUTATION METHOD.
 2. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN INTERNATIONAL FEET.
 3. PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS, & RIGHTS OF WAY.
 4. SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THIS FIELD SURVEY.

<p style="font-size: x-small;">SGC SURVEYING NC, PLLC 156B RACEWAY DRIVE MOORESVILLE, NC 28117 PHONE: (800)-581-4031</p>	DOMINION ENERGY EXHIBIT PARCEL 45		<p style="font-size: x-small;">DOMINION ENERGY SOUTH CAROLINA, INC. 601 TAYLOR ROAD CAYCE, SOUTH CAROLINA 29033 TELEPHONE NO. (800)251-7234</p>
	EASEMENT ACROSS THE LAND OF RICHLAND COUNTY		
	CLEMSON ROAD CITY OF COLUMBIA RICHLAND COUNTY, SOUTH CAROLINA		
REVISION	DATE: 3/2/2021	SCALE: 1"=50'	
REVISED WORKSPACE 05/05/22	DRAWN BY: MAI	DEED: 931	
	CHECK BY: EFC	PAGE: 1478	
6 OF 8			

AREA TABLE		
EASEMENT TYPE	ACRES	SQ. FT.
PE	0.373	16,257
TCE	0.778	33,871

EXHIBIT A

PROPERTY LINES DEPICTED ON THIS EXHIBIT DERIVED FROM DEEDS AND PLATS OF RECORD WITH TIES TO AVAILABLE PROPERTY CORNERS AND OTHER EVIDENCE OF POSSESSION BY FIELD SURVEY. THIS EXHIBIT IS NOT A PROPERTY BOUNDARY SURVEY. ALL PROPERTY LINE LOCATIONS SUBJECT TO FULL BOUNDARY SURVEY OF THE DEPICTED PARCEL. ALL DISTANCES SHOWN ARE SOUTH CAROLINA STATE GRID SCALE.

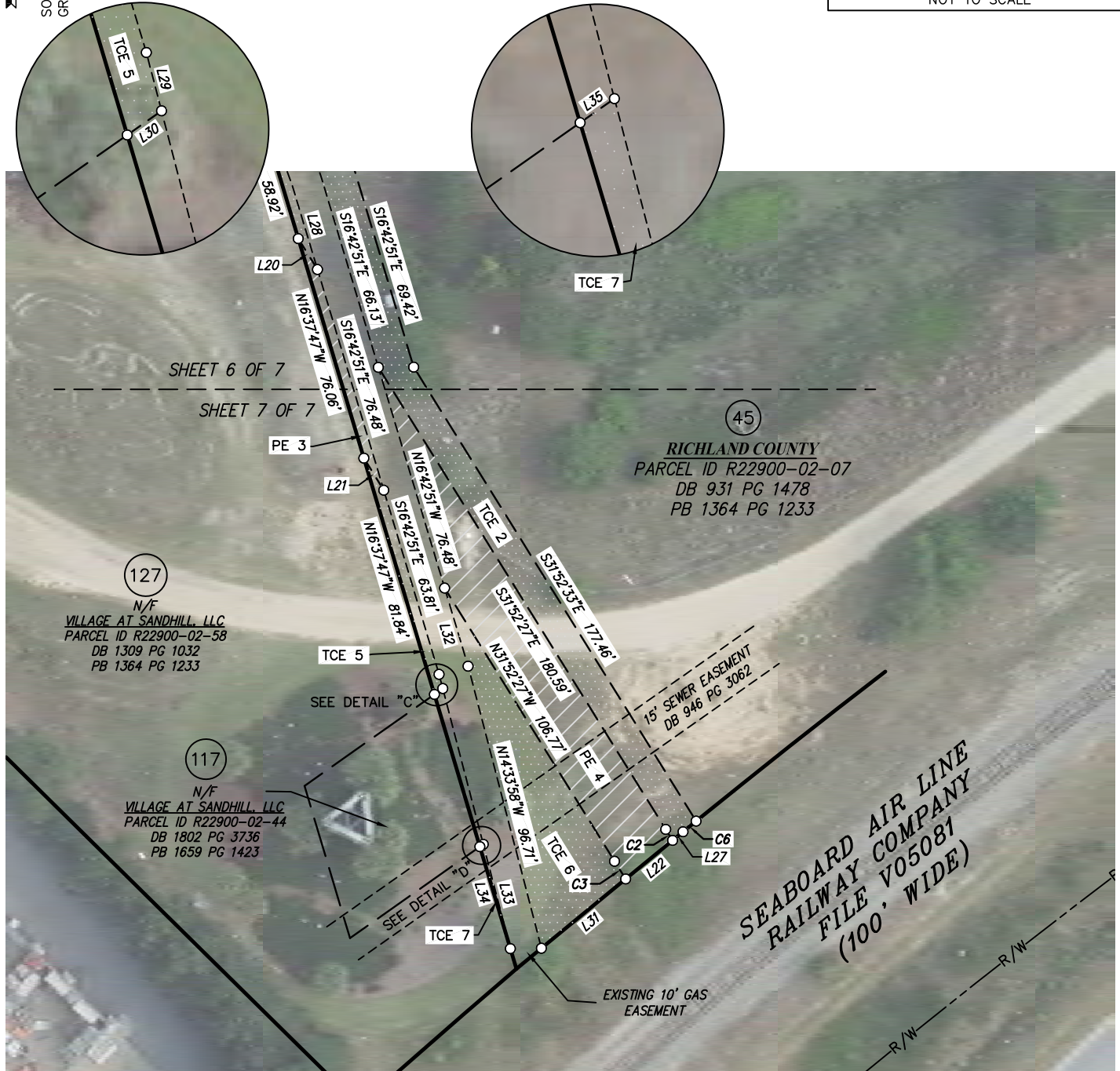


SOUTH CAROLINA STATE GRID NORTH NAD83 (2020)



DETAIL "C" NOT TO SCALE

DETAIL "D" NOT TO SCALE



SEABOARD AIR LINE RAILWAY COMPANY
FILE V05081
(100' WIDE)

LEGEND	
○ COMPUTED POINT (NOT SET)	————— SUBJECT PARCEL
PE PERMANENT EASEMENT	----- SUBJECT EASEMENT
TCE TEMPORARY CONSTRUCTION EASEMENT	----- R/W STREET RIGHT OF WAY
POC POINT OF COMMENCEMENT	----- ADJACENT PARCEL
POB POINT OF BEGINNING	----- EXISTING EASEMENT
R/W RIGHT OF WAY	----- CENTERLINE
N/F NOW OR FORMERLY	----- TIE LINE

- NOTES**
1. AREA BY COORDINATE COMPUTATION METHOD.
 2. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN INTERNATIONAL FEET.
 3. PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS, & RIGHTS OF WAY.
 4. SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THIS FIELD SURVEY.

<p>SGC SURVEYING NC, PLLC 156B RACEWAY DRIVE MOORESVILLE, NC 28117 PHONE: (800)-581-4031</p>	<p>DOMINION ENERGY EXHIBIT PARCEL 45</p>	
	<p>EASEMENT ACROSS THE LAND OF RICHLAND COUNTY</p>	
	<p>CLEMSON ROAD, CITY OF COLUMBIA RICHLAND COUNTY, SOUTH CAROLINA</p>	
<p>REVISION</p>	<p>DATE: 3/2/2021</p>	<p>SCALE: 1"=50'</p>
<p>REVISED WORKSPACE 05/05/22</p>	<p>DRAWN BY: MAI</p>	<p>DEED: 931</p>
	<p>CHECK BY: EFC</p>	<p>PAGE: 1478</p>
<p>7 OF 8</p>	<p>DOMINION ENERGY SOUTH CAROLINA, INC. 601 TAYLOR ROAD CAYCE, SOUTH CAROLINA 29033 TELEPHONE NO. (800)251-7234</p>	

AREA TABLE			<h1 style="margin: 0;">EXHIBIT A</h1>
EASEMENT TYPE	ACRES	SQ. FT.	
PE	0.373	16,257	PROPERTY LINES DEPICTED ON THIS EXHIBIT DERIVED FROM DEEDS AND PLATS OF RECORD WITH TIES TO AVAILABLE PROPERTY CORNERS AND OTHER EVIDENCE OF POSSESSION BY FIELD SURVEY. THIS EXHIBIT IS NOT A PROPERTY BOUNDARY SURVEY. ALL PROPERTY LINE LOCATIONS SUBJECT TO FULL BOUNDARY SURVEY OF THE DEPICTED PARCEL. ALL DISTANCES SHOWN ARE SOUTH CAROLINA STATE GRID SCALE.
TCE	0.778	33,871	

SOUTH CAROLINA STATE
GRID NORTH NAD83 (2020)

LOCATION MAP
NOT TO SCALE

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CH. LENGTH
C1	186.90'	869.31'	012°19'05"	N42°45'56"W	186.54'
C2	4.29'	990.00'	000°14'53"	N31°59'53"W	4.29'
C3	6.94'	1,010.00'	000°23'38"	N32°04'15"W	6.94'
C4	42.28'	3,423.94'	000°42'27"	S53°06'41"E	42.28'
C5	162.25'	3,803.14'	002°26'39"	S55°11'48"E	162.23'
C6	5.58'	2,947.13'	000°06'31"	S50°50'14"W	5.58'
C7	229.30'	869.31'	015°06'46"	N29°03'00"W	228.63'
C8	18.97'	869.31'	001°15'02"	N17°47'35"W	18.97'

LINE TABLE		
LINE	LENGTH	BEARING
L1	4.99'	N43°35'35"E
L2	17.23'	S46°24'25"E
L3	18.54'	S42°44'57"E
L4	36.15'	S42°44'57"E
L5	9.31'	S04°10'03"E
L6	7.52'	N36°34'56"W
L7	57.26'	N39°28'32"W
L8	36.15'	N42°44'57"W
L9	18.54'	N42°44'57"W
L10	62.94'	N45°05'41"W
L11	50.69'	N45°05'41"W
L12	17.20'	N46°22'45"W
L13	3.38'	N43°46'36"E
L14	2.36'	N89°26'45"E
L15	15.39'	S46°22'45"E
L16	54.30'	S42°44'57"E
L17	56.72'	S39°28'32"E
L18	35.22'	S36°34'56"E
L19	0.89'	S16°53'45"E
L20	12.10'	N31°52'27"W

LINE TABLE		
LINE	LENGTH	BEARING
L21	12.53'	N31°52'27"W
L22	20.16'	S50°33'54"W
L23	12.59'	N36°01'32"E
L24	14.72'	S43°43'22"W
L25	8.48'	N65°19'03"E
L26	10.00'	S49°33'35"W
L27	4.50'	S50°33'54"W
L28	28.93'	S16°42'51"E
L29	4.87'	S14°33'58"E
L30	3.39'	S54°50'25"W
L31	36.19'	S50°33'54"W
L32	27.09'	N16°42'51"W
L33	35.79'	S14°33'58"E
L34	35.33'	N16°37'47"W
L35	1.36'	N54°50'25"E

LEGEND	
○ COMPUTED POINT (NOT SET)	
PE PERMANENT EASEMENT	————— SUBJECT PARCEL
TCE TEMPORARY CONSTRUCTION EASEMENT	- - - - - SUBJECT EASEMENT
POC POINT OF COMMENCEMENT	- - - - - R/W ——— STREET RIGHT OF WAY
POB POINT OF BEGINNING	————— ADJACENT PARCEL
R/W RIGHT OF WAY	- - - - - EXISTING EASEMENT
N/F NOW OR FORMERLY	————— CENTERLINE
	- - - - - TIE LINE

- NOTES**
1. AREA BY COORDINATE COMPUTATION METHOD.
 2. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN INTERNATIONAL FEET.
 3. PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS, & RIGHTS OF WAY.
 4. SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THIS FIELD SURVEY.

 <small>SGC SURVEYING NC, PLLC 156B RACEWAY DRIVE MOORESVILLE, NC 28117 PHONE: (800)-581-4031</small>	DOMINION ENERGY EXHIBIT PARCEL 45		 DOMINION ENERGY SOUTH CAROLINA, INC. 601 TAYLOR ROAD CAYCE, SOUTH CAROLINA 29033 TELEPHONE NO. (800)251-7234
	EASEMENT ACROSS THE LAND OF RICHLAND COUNTY		
	CLEMSON ROAD, CITY OF COLUMBIA RICHLAND COUNTY, SOUTH CAROLINA		
REVISION	DATE: 3/2/2021	SCALE: N/A	
REVISED WORKSPACE 05/05/22	DRAWN BY: MAI	DEED: 931	
	CHECK BY: EFC	PAGE: 1478	
8 OF 8			

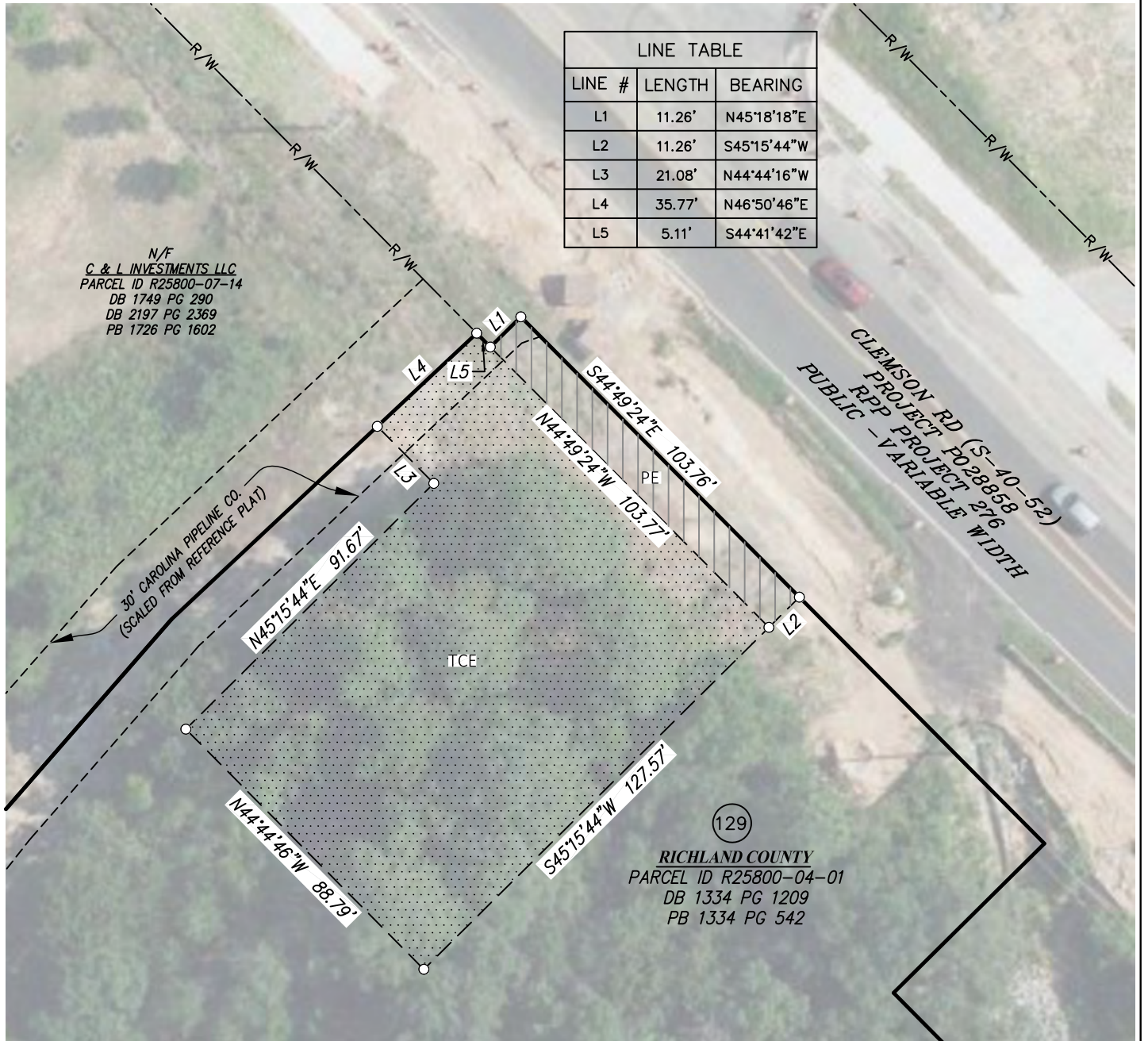
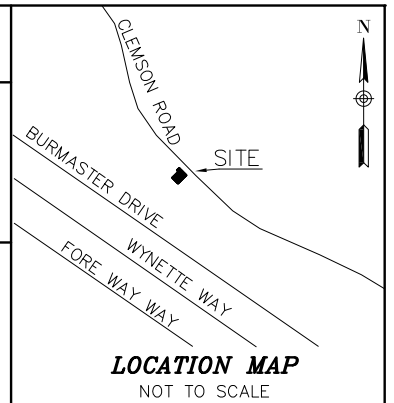
AREA TABLE		
EASEMENT TYPE	ACRES	SQ. FT.
PE	0.027	1,168
TCE	0.277	12,057

EXHIBIT A

PROPERTY LINES DEPICTED ON THIS EXHIBIT DERIVED FROM DEEDS AND PLATS OF RECORD WITH TIES TO AVAILABLE PROPERTY CORNERS AND OTHER EVIDENCE OF POSSESSION BY FIELD SURVEY. THIS EXHIBIT IS NOT A PROPERTY BOUNDARY SURVEY. ALL PROPERTY LINE LOCATIONS SUBJECT TO FULL BOUNDARY SURVEY OF THE DEPICTED PARCEL. ALL DISTANCES SHOWN ARE SOUTH CAROLINA STATE GRID SCALE.



N
SOUTH CAROLINA STATE
GRID NORTH NAD83 (2020)



LINE TABLE		
LINE #	LENGTH	BEARING
L1	11.26'	N45°18'18"E
L2	11.26'	S45°15'44"W
L3	21.08'	N44°44'16"W
L4	35.77'	N46°50'46"E
L5	5.11'	S44°41'42"E

LEGEND	
○	COMPUTED POINT (NOT SET)
—	PERMANENT EASEMENT
---	TCE PERMANENT EASEMENT
●	POINT OF COMMENCEMENT
○	POINT OF BEGINNING
---	R/W RIGHT OF WAY
N/F	NOW OR FORMERLY
—	SUBJECT PARCEL
---	SUBJECT EASEMENT
---	R/W
---	ADJACENT PARCEL
---	EXISTING EASEMENT
---	CENTERLINE
---	TIE LINE

- NOTES**
1. AREA BY COORDINATE COMPUTATION METHOD.
 2. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN INTERNATIONAL FEET.
 3. PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS, & RIGHTS OF WAY.
 4. SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THIS FIELD SURVEY.

 SGC SURVEYING NC, PLLC 156B RACEWAY DRIVE MOORESVILLE, NC 28117 PHONE: (800)-581-4031	DOMINION ENERGY EXHIBIT - PARCEL #129		 DOMINION ENERGY SOUTH CAROLINA, INC. 601 TAYLOR ROAD CAYCE, SOUTH CAROLINA 29033 TELEPHONE NO. (800)251-7234
	EASEMENT ACROSS THE LAND OF RICHLAND COUNTY		
	B/S CLEMSON ROAD CITY OF COLUMBIA RICHLAND COUNTY, SOUTH CAROLINA		
REVISION REVISED WORKSPACE 06/09/2022	DATE: 06/09/2022 DRAWN BY: TBC CHECK BY: ECW	SCALE: 1"=40' DEED: 1334 PAGE: 1209	
1 OF 1			

ADOPTED IN A MEETING DULY ASSEMBLED THIS 20th DAY OF SEPTEMBER,
2022.

RICHLAND COUNTY COUNCIL

BY: _____
Overture Walker, Chair

(Seal)

ATTEST this 20th day of September, 2022.

Clerk of Council

**VILLAGE AT SANDHILL IMPROVEMENT DISTRICT
RICHLAND COUNTY, SOUTH CAROLINA**

**ANNUAL ASSESSMENT REPORT AND
AMENDMENT OF THE ASSESSMENT ROLL FOR
IMPOSITION OF ASSESSMENTS IN 2021 AND COLLECTION IN 2022**

Prepared By:

MUNICAP, INC.

Administrator of the Village at Sandhill Improvement

District September 17, 2021

**Village at Sandhill Improvement District
Richland County, South Carolina**

**Annual Assessment Report and
Amendment of the Assessment Roll
for
Imposition of Assessments in 2021 and Collection in 2022**

INTRODUCTION

The Village at Sandhill Improvement District (the “District”) was created pursuant to an Ordinance that was adopted by the Richland County Council on March 2, 2004 (the “Assessment Ordinance”), wherein the District was created and certain assessments were authorized to be imposed and collected within the District (the “Assessments”). The Village at Sandhill Improvement District Assessment Revenue Bonds, Series 2004, in the amount of \$25,000,000 were issued pursuant to (i) the Bond Ordinance, which was enacted by the Richland County Council on March 2, 2004, (ii) the County Public Works Improvement Act, codified as Chapter 35 of Title 4, Code of Laws of South Carolina 1976, as amended, and (iii) a Master Trust Indenture, dated as of March 1, 2004, as supplemented by a First Supplemental Indenture of Trust, dated as of March 1, 2004, each by and between Richland County (the “County”) and Regions Bank, as trustee. The bonds are to be repaid from Assessments levied on each parcel of assessed property in the Village at Sandhill Improvement District (the “District”).

The Assessments have been imposed on the assessed property within the District pursuant to the Assessment Ordinance. As detailed within the Assessment Ordinance (including the “Assessment Roll” and the “Rate and Method of Apportionment of Assessments”) the Assessments are equal to the interest and principal on the bonds and estimated administrative expenses related to the bonds. The Assessments are due and payable each year as the Annual Assessment. An Annual Credit may be applied to the Annual Assessment each year. The resulting amount is equal to the Annual Payment, which is to be collected from the assessed property in the District.

As indicated in the Rate and Method of Apportionment of Assessments, the Assessment Roll is to be amended each year to reflect “(i) the current parcels in the district, (ii) the names of the owners of the parcels, (iii) the Assessment for each parcel (including any adjustments to the Assessments), (iv) the Annual Payment to be collected from each parcel for the current year, (v) any changes in the Annual Assessments, (vi) prepayments of the Assessments, and (vii) any other changes to the Assessment Roll.” This report has been prepared to meet and record the required amendments to the Assessment Roll and to show the calculation of the 2021-2022 Annual Payment.

Capitalized but undefined terms used herein shall have the meaning as set forth in the Rate and Method of Apportionment of Assessments.

ANNUAL ASSESSMENT

The Annual Assessment is the portion of the Assessments due and payable each year on the Assessed Property with the District. The Annual Assessment imposed in 2021 for collection in 2022 is equal to \$1,712,373.00.

ANNUAL PAYMENT

The Annual Payment is the amount due and payable from the Assessed Property within the District each year and is equal to the Annual Assessment less the Annual Credit. The Annual Credit is described in the next section.

ANNUAL CREDIT

The Annual Credit for each year is equal to the Annual Assessment less the Annual Revenue Requirement.

ANNUAL REVENUE REQUIREMENT

The Annual Revenue Requirement is defined as follows:

For any given year, the sum of the following, (1) regularly scheduled debt service on the bonds to be paid from the Annual Payments; (2) periodic costs associated with such bonds, including but not limited to rebate payments and credit enhancements on the bonds; and (3) Administrative Expenses; less (a) any credits applied under the bond indenture, such as interest earnings on any account balances, and (b) any other funds available to the district that may be applied to the Annual Revenue Requirement.

Table A provides a summary of the Annual Revenue Requirement for the 2021-2022 assessment year. Each of these numbers is explained in the following sections.

Table A
Annual Revenue Requirement 2021-2022 Assessment Year

Interest payment on May 1, 2022	\$480,779.00
Interest payment on November 1, 2022	\$480,779.00
Principal payment on November 1, 2022	\$658,000.00
Total debt service payments	\$1,619,558.00
Administrative Expenses	\$49,000.00
Contingency	\$44,509.25
<i>Subtotal Expenses</i>	\$1,713,067.25
Revenue Fund	(\$58,067.25)
<i>Subtotal Funds Available</i>	(\$58,067.25)
Annual Revenue Requirement	\$1,655,000.00

Debt Service

Debt service includes the semi-annual interest payments due on May 1, 2022 and November 1, 2022. The outstanding Series 2004 Bonds have been reduced to a current balance of \$16,128,000.00. The outstanding Series 2004 Bonds will be reduced on November 1, 2021 by a regularly scheduled principal payment in the amount of \$619,000.00 which will reduce the balance to \$15,509,000.00. Accordingly, each semi-annual interest payment on the Series 2004 Bonds is \$480,779.00 and represents interest at an annual coupon of 6.20 percent on the estimated outstanding bonds of \$15,509,000.00. There is a scheduled principal payment of \$658,000.00 on

the bonds on November 1, 2022. As a result, total debt service is \$1,619,558.00.

Administrative Expenses

Administrative Expenses generally include the fees of the trustee, the Administrator of the District (MuniCap, Inc.) and the County’s legal counsel, plus additional County expenditures. The annual fee of the trustee is estimated to be \$3,500.00. The cost of the Administrator for calendar year 2022 is estimated to be \$20,000.00. The cost of the County’s bond counsel for calendar year 2022 is estimated to be \$12,500.00. The County’s additional expenditures for calendar year 2022 are estimated to be \$13,000.00. As a result, total Administrative Expenses for calendar year 2022 are estimated to be \$49,000.00.

Contingency

A contingency, equal to approximately 2.7 percent of the sum of the annual debt service and specifically estimated Administrative Expenses, has been added in the event of unanticipated Administrative Expenses.

Revenue Fund

As of July 31, 2021, the balance in the Series 2004 Revenue Fund was \$1,207,035.25. Debt service expenses, including an interest payment and a principal payment on the Series 2004 Bonds, will be paid on November 1, 2021. The November 1, 2021 interest payment on the Series 2004 Bonds is \$499,968.00, which is equal to interest at 6.20 percent for six months on the current outstanding principal balance of \$16,528,000.00. The November 1, 2021 principal payment on the Series 2004 Bonds is \$619,000.00. As such, the total debt service to be paid on November 1, 2021 equals \$1,118,968.00. Additionally, it is estimated that \$30,000.00 of funds will be utilized for administrative expense through the end of calendar year 2021. Following these expected uses, \$58,067.25 is estimated to be available to pay debt service for the 2021-2022 assessment year, as shown in Table B below.

Table B
Estimated Available Funds in the Revenue Fund

Revenue Fund balance as of July 31, 2021	\$1,207,035.25
Interest payment on November 1, 2021	(\$499,968.00)
Principal payment on November 1, 2021	(\$619,000.00)
Estimated Administrative Expenses through December 31, 2021	(\$30,000.00)
Estimated available funds in the Revenue Fund	\$58,067.25

CALCULATION OF THE ANNUAL CREDIT

The Annual Credit for each year is equal to the Annual Assessment less the Annual Revenue Requirement. A summary of the Annual Credit is shown in Table C below.

Table C
**Annual
Credit**

	2021-22 Assessment Year
Annual Assessment	\$1,712,373.00
Annual Revenue Requirement	\$1,655,000.00
Annual Credit	\$57,373.00

CALCULATION OF THE ANNUAL PAYMENT

The Annual Payment each year is equal to the Annual Assessment less the Annual Credit. The calculation of the Annual Payment is shown in Table D below.

Table D
**Annual
Payment**

	2021-22 Assessment Year
Annual Assessment	\$1,712,373.00
Annual Credit	\$57,373.00
Annual Payment	\$1,655,000.00

ALLOCATION OF THE ANNUAL ASSESSMENT AND ANNUAL PAYMENT

Both the Annual Assessment and Annual Payment are allocated to Parcels in the District pro rata in accordance with each Parcel's Principal Portion of Assessments (excluding the portion of the Parcel's Principal Portion of Assessments that has been billed in prior years and remains uncollected). Each Parcel's Annual Assessment and Annual Payment are shown on Appendix A-2, attached hereto.

UNCOLLECTED ANNUAL PAYMENT FROM PRIOR YEARS

The County reported on September 15, 2021 that with the exception of the outstanding Annual Payments specified in Table E below, all previously billed Annual Payments have been collected.

Table E
Unpaid Annual Payments from Prior Years

Parcel Identification	Tax Year	Owner	Amount
22900-02-42	2013	Village at Sandhill, LLC	\$13,579.72
22900-02-42	2014	Village at Sandhill, LLC	\$10,968.23
22900-02-42	2015	Village at Sandhill, LLC	\$13,603.94
22900-02-42	2016	Village at Sandhill, LLC	\$13,584.89
22900-02-42	2017	Saluda Dam, LLC	\$12,243.74
22900-02-42	2018	Saluda Dam, LLC	\$13,515.82
22900-02-42	2019	Village at Sandhill, LLC	\$13,476.07
22900-02-40	2020	Village at Sandhill, LLC	\$1,885.03
22900-02-42	2020	Village at Sandhill, LLC	\$11,687.21
Total			\$104,544.65

AMENDMENT OF THE ASSESSMENT ROLL

The County Council shall amend the Assessment Roll each year to reflect (i) the current Parcels in the District, (ii) the names of the owners of the Parcels, (iii) the Assessment for each Parcel (including any adjustments to the Assessments), (iv) the Annual Payment to be collected from each Parcel for the current year, (v) any changes in the Annual Assessments, (vi) prepayments of the Assessments, and (vii) any other changes to the Assessment Roll.

The required amendments to the Assessment Roll are explained below and shown in Appendix A-1 and Appendix A-2.

Apportionment of Assessments upon the Subdivision of a Parcel

According to the Rate and Method of Apportionment of Assessments, “Upon the subdivision of any Parcel, the Assessment for the Parcel prior to the subdivision shall be allocated to each new Parcel in proportion to the Equivalent Acres of each Parcel and the Assessment for the undivided Parcel prior to the subdivision. The allocation of the Assessment shall be made pursuant to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following

meanings: A = the Assessment of the new

Parcel;

B = the Assessment of the subdivided Parcel prior to the subdivision; C = the Equivalent Acres of the new Parcel;

and

D = the sum of the Equivalent Acres for all of the new Parcels that result from the subdivision.”

According to the Rate and Method of Apportionment of Assessments, Equivalent Acres are calculated by multiplying the estimated Net Acres by the appropriate factor. The appropriate factor to use is determined by the Class of the acreage. The Class of the acreage is determined by the expected use of the acreage (either retail, residential or office). This approach allows the

assessment allocation to be based on “the value of the improvements contributed to each class of property,” as

explained in the March 29, 2004 Assessment Report. This approach is consistent with how the Assessments were initially allocated.

This report has been prepared to record the allocation of the Assessments pursuant to the formula and calculation of Equivalent Acres described above.

On July 19, 2021, the County reported that during calendar year 2020, two new Parcels of real property were created in the District as a result of the subdivision and recombination of real property within four distinct Parcels. The allocation of the Assessments to the Parcels resulting from this subdivision, calculated in accordance with the Rate and Method of Apportionment of Assessments, are detailed below.

Subdivision involving Parcel R22900-02-38, R22900-02-39, R22900-02-61 and R22911-03-01

During 2020, Parcels R22900-02-38, R22900-02-39, R22900-02-61 and R22911-03-01 were subdivided to generate six Parcels of real property; four of the resulting six Parcels maintained the same identification number specified above, and two new Parcels were created: R22900-02-65 and R22911-03-03. The Equivalent Acres for the six resulting Parcels, calculated in accordance with the Rate and Method of Apportionment of Assessments, are shown in Table F below and are generally based on information made available from the County and property owners. The allocation of the Assessments to the six resulting Parcels from the subdivisions of the prior four Parcels, calculated in accordance with the Rate and Method of Apportionment of Assessments, is shown in Table G below.

Table F
Calculation of Equivalent Acres

Parcel Identification Number	Gross Acres	Excluded Acres	Estimated Net Acres	Class	Factor	Equivalent Acres
R22900-02-38						
Class 1 portion	7.61	(1.95)	5.66	1	1.00	5.660
Class 2 portion	1.29	0.00	1.29	2	0.58	0.748
Total	8.90	(1.95)	6.95			6.408
R22900-02-39	3.39	(0.37)	3.02	1	1.00	3.020
R22900-02-61	1.59	(0.44)	1.15	1	1.00	1.150
R22911-03-01	3.19	(0.11)	3.08	1	1.00	3.080
R22900-02-65	0.71	0.00	0.71	1	1.00	0.710
R22911-03-03	1.15	0.00	1.15	1	1.00	1.150
Total	18.93	(2.87)	16.06			15.518

Table G
Allocation of Assessments

Parcel Identification Number	Equiv. Acres	% of Total Equiv. Acres	Principal Portion of Assessments	Total Assessments
<u>Before Subdivisions</u>				
R22900-02-38			\$553,848.29	\$918,598.27
R22900-02-39			\$342,713.88	\$568,416.26
R22900-02-61			\$152,449.73	\$252,849.13
R22911-03-01			\$0.00	\$0.00
			\$1,049,011.90	\$1,739,863.66
<u>After Subdivisions</u>				
R22900-02-38	6.408	41.3%	\$433,178.78	\$718,458.97
R22900-02-39	3.020	19.5%	\$204,151.05	\$338,599.58
R22900-02-61	1.150	7.4%	\$77,739.64	\$128,936.93
R22911-03-01	3.080	19.8%	\$208,207.03	\$345,326.72
R22900-02-65	0.710	4.6%	\$47,995.78	\$79,604.54
R22911-03-03	1.150	7.4%	\$77,739.64	\$128,936.93
Total	15.518	100.0%	\$1,049,011.90	\$1,739,863.66

The allocations of the Assessments described above are included in the attached Appendix A-2.

Prepayments of the Assessments

There have been no prepayments of the Assessments since the prior version of this report.

Other Amendments to the Assessment Roll

The updated Assessment Roll, consisting of Appendix A-1 and Appendix A-2, reflects (i) the current Parcels in the District, (ii) the names of the owners of the Parcels, as reported by the County on June 21, 2021), (iii) the Assessment for each Parcel (including any adjustments to the Assessments described above), (iv) the Annual Payment to be collected from each Parcel for the current year, (v) any changes in the Annual Assessments, (vi) prepayments of the Assessments (including the Mandatory Assessment Prepayment described above), and (vii) any other changes to the Assessment Roll.

SUMMARY

The current Parcels in the District, the names of the owners of those Parcels, the Assessment for each Parcel (including the adjustments to the Assessments), the Annual Payment to be collected from each Parcel for the 2021-2022 assessment year, the changes in the Annual Assessments and the effect of any prepayments of the Assessments are shown in the Annual Assessment Roll, as amended, in Appendices A-1 and A-2 attached hereto.

In order to comply with the County's billing requirements, the Annual Payment on each Parcel has been rounded to the nearest cent. As a result of rounding, the aggregate Annual Payment billed to all Parcels for the 2021-2022 assessment year equals \$1,655,000.14.

Appendix A-

1

ASSESSMENT ROLL
ANNUAL
ASSESSMENTS

Village of Sandhill Improvement
District
Richland County, South Carolina

Bond Year Ending Nov 1,	Principal	Interest and Administrative Expenses	Annual Assessment	Annual Credit	Annual Payment
2004	\$0	\$1,008,472	\$1,008,472	\$1,008,472	\$0
2005	\$0	\$1,650,000	\$1,650,000	\$1,595,000	\$55,000
2006	\$0	\$1,555,450	\$1,555,450	\$95,450	\$1,460,000
2007	\$286,000	\$1,555,450	\$1,841,450	\$141,450	\$1,700,000
2008	\$305,000	\$1,537,718	\$1,842,718	\$142,718	\$1,700,000
2009	\$324,000	\$1,518,808	\$1,842,808	\$92,808	\$1,750,000
2010	\$343,000	\$1,498,720	\$1,841,720	\$51,720	\$1,790,000
2011	\$366,000	\$1,477,454	\$1,843,454	\$18,454	\$1,825,000
2012	\$385,000	\$1,454,762	\$1,839,762	\$0	\$1,839,762
2013	\$413,000	\$1,430,892	\$1,843,892	\$0	\$1,843,892
2014	\$437,000	\$1,405,286	\$1,842,286	\$0	\$1,842,286
2015	\$432,000	\$1,279,867	\$1,711,867	\$223,867	\$1,488,000
2016	\$458,000	\$1,253,083	\$1,711,083	\$0	\$1,711,083
2017	\$484,000	\$1,224,687	\$1,708,687	\$0	\$1,708,687
2018	\$514,000	\$1,194,679	\$1,708,679	\$168,679	\$1,540,000
2019	\$550,000	\$1,162,811	\$1,712,811	\$12,811	\$1,700,000
2020	\$580,000	\$1,128,711	\$1,708,711	\$13,711	\$1,695,000
2021	\$619,000	\$1,092,751	\$1,711,751	\$241,751	\$1,470,000
2022	\$658,000	\$1,054,373	\$1,712,373	\$57,373	\$1,655,000
2023	\$697,000	\$1,013,577	\$1,710,577		
2024	\$741,000	\$970,363	\$1,711,363		
2025	\$785,000	\$924,421	\$1,709,421		
2026	\$833,000	\$875,751	\$1,708,751		
2027	\$885,000	\$824,105	\$1,709,105		
2028	\$942,000	\$769,235	\$1,711,235		
2029	\$998,000	\$710,831	\$1,708,831		
2030	\$1,060,000	\$648,955	\$1,708,955		
2031	\$1,129,000	\$583,235	\$1,712,235		
2032	\$1,199,000	\$513,237	\$1,712,237		
2033	\$1,273,000	\$438,899	\$1,711,899		
2034	\$1,351,000	\$359,973	\$1,710,973		
2035	\$1,435,000	\$276,211	\$1,711,211		
2036	\$1,523,000	\$187,241	\$1,710,241		
Total	\$22,005,000	\$34,580,008	\$56,585,008	\$3,864,264	\$28,773,710

The principal amounts shown above reflect the actual principal payments to date and scheduled bond redemptions for future years but excludes the 2014 bond redemption from a mandatory assessment prepayment; see Appendix A-2 for the total amount of remaining Assessments and Principal Portion of Assessments, as well as each Parcel's remaining Assessment and Principal Portion of Assessments.

Village at Sandhill Improvement District

Appendix A-2
September 17, 2021 Special Assessment
Roll

Tax Account Number	Owner (as reported by Richland County on June 21, 2021)	Total Assessment ¹	Principal Portion of Assessment ¹	2021-2022 Annual Assessment	2021-2022 Annual Credit	2021-2022 Annual Payment
R22900-02-05	VILLAGE AT SANDHILL LLC	\$330,233.74	\$199,107.05	\$21,984.90	\$736.60	\$21,248.30
R22900-02-06	PLEX INDOOR SPORTS LLC	\$1,027,463.61	\$619,486.22	\$68,402.11	\$2,291.81	\$66,110.30
R22900-02-07	VILLAGE AT SANDHILL LLC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-08	30 WEST PERSHING LLC	\$1,056,226.20	\$636,827.98	\$70,316.94	\$2,355.97	\$67,960.97
R22900-02-09A	VILLAGE AT SANDHILL LLC	\$589,658.64	\$363,317.70	\$40,116.62	\$1,344.11	\$38,772.52
R22900-02-09B	BELK SANDHILL PROPERTY LLC	\$439,428.45	\$264,943.56	\$29,254.40	\$980.17	\$28,274.23
R22900-02-10	HD DEVELOPMENT OF MARYLAND INC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-11	VAS MOP LLC	\$311,594.72	\$187,869.07	\$20,744.03	\$695.03	\$20,049.00
R22900-02-12	VAS MOP LLC	\$298,811.35	\$180,161.62	\$19,892.99	\$666.51	\$19,226.48
R22900-02-13	SANDHILL COLUMBIA SC LLC	\$1,727,353.28	\$1,041,469.05	\$114,996.39	\$3,852.95	\$111,143.44
R22900-02-14	SANDHILL COLUMBIA SC LLC	\$774,991.99	\$467,264.10	\$51,594.12	\$1,728.66	\$49,865.46
R22900-02-15	SANDHILL CENTER LLC	\$612,003.98	\$368,994.12	\$40,743.40	\$1,365.11	\$39,378.29
R22900-02-16	SANDHILL CENTER LLC	\$977,928.03	\$589,619.85	\$65,104.34	\$2,181.32	\$62,923.02
R22900-02-17	SANDHILL CENTER LLC	\$327,573.94	\$197,503.38	\$21,807.83	\$730.67	\$21,077.15
R22900-02-18	SANDHILL CENTER LLC	\$364,326.13	\$219,662.30	\$24,254.56	\$812.65	\$23,441.91
R22900-02-19	SANDHILL CENTER LLC	\$655,147.87	\$395,006.76	\$43,615.65	\$1,461.34	\$42,154.31
R22900-02-20	SANDHILL CENTER LLC	\$123,039.97	\$74,184.20	\$8,191.23	\$274.45	\$7,916.79
R22900-02-21A	SANDHILL CENTER LLC	\$1,271,945.62	\$766,891.18	\$84,678.19	\$2,837.14	\$81,841.05
R22900-02-21B	SANDHILL CENTER LLC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-22	SANDHILL CENTER LLC	\$127,833.73	\$77,074.49	\$8,510.37	\$285.14	\$8,225.23
R22900-02-23	VAS FORUM II LLC	\$1,001,896.86	\$604,071.32	\$66,700.03	\$2,234.78	\$64,465.25
R22900-02-24	VAS HG LL	\$274,842.52	\$165,710.15	\$18,297.30	\$613.05	\$17,684.25
R22900-02-26	RICHLAND COUNTY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-27	VAS MOP LLC	\$274,842.52	\$165,710.15	\$18,297.30	\$613.05	\$17,684.25
R22900-02-28	VAS MOP LLC	\$220,513.18	\$132,953.50	\$14,680.39	\$491.87	\$14,188.52
R22900-02-33	FORUM CENTER OUTPARCEL LLC	\$341,955.23	\$206,174.26	\$22,765.24	\$762.75	\$22,002.49
R22900-02-34	GRG INVESTMENTS LLC	\$94,277.38	\$56,842.44	\$6,276.40	\$210.29	\$6,066.11
R22900-02-35	LACCBSC LLC	\$977,928.03	\$589,619.85	\$65,104.34	\$2,181.32	\$62,923.02
R22900-02-36	VILLAGE AT SANDHILL PROPERTY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-37	VAS APARTMENTS LLC	\$536,290.30	\$323,344.25	\$35,702.86	\$1,196.22	\$34,506.63
R22900-02-38	NORTH BAY UNDERWRITING COMPANY	\$718,458.97	\$433,178.78	\$47,830.51	\$1,602.56	\$46,227.95

R22900-02-39 VILLAGE AT SANDHILL LLC

\$338,599.58

\$204,151.05

\$22,541.84

\$755.26

\$21,786.58

R22900-02-40	SBMUNI CUST	\$32,983.54	\$19,886.69	\$2,195.84	\$73.57	\$2,122.27
R22900-02-41	TMW & ASSOCIATES (COLUMBIA)	\$78,061.03	\$47,065.16	\$5,196.82	\$174.12	\$5,022.70
R22900-02-42	RICHLAND COUNTY FORFEITED	\$204,497.92	\$123,297.45	\$13,614.19	\$456.14	\$13,158.05
R22900-02-43	VILLAGE AT SANDHILL LLC	\$300,409.26	\$181,125.05	\$19,999.37	\$670.08	\$19,329.29
R22900-02-44	VILLAGE AT SANDHILL PROPERTY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-46	VILLAGE AT SANDHILL LLC	\$177,228.57	\$106,856.00	\$11,798.77	\$395.32	\$11,403.45
R22900-02-47	VILLAGE AT SANDHILL LLC	\$179,125.19	\$107,999.53	\$11,925.04	\$399.55	\$11,525.49
R22900-02-48	VILLAGE AT SANDHILL LLC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-49	VILLAGE AT SANDHILL LLC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-50	BOND STREET FUND 14 LLC	\$104,197.01	\$62,823.26	\$6,936.79	\$232.42	\$6,704.37
R22900-02-51	SBLP COLUMBIA LLC	\$657,067.87	\$400,982.05	\$44,275.43	\$1,483.45	\$42,791.98
R22900-02-52	VILLAGE AT SANDHILL LLC	\$31,067.29	\$18,731.33	\$2,068.27	\$69.30	\$1,998.97
R22900-02-53	VILLAGE AT SANDHILL LLC	\$81,695.45	\$49,256.45	\$5,438.77	\$182.23	\$5,256.55
R22900-02-54	VILLAGE AT SANDHILL LLC	\$80,544.81	\$48,562.70	\$5,362.17	\$179.66	\$5,182.51
R22900-02-55	VILLAGE AT SANDHILL LLC	\$78,243.53	\$47,175.19	\$5,208.97	\$174.53	\$5,034.44
R22900-02-56	VILLAGE AT SANDHILL LLC	\$44,874.97	\$27,056.36	\$2,987.49	\$100.10	\$2,887.40
R22900-02-57	WITZLING DAVID	\$171,445.39	\$103,369.17	\$11,413.76	\$382.42	\$11,031.34
R22900-02-58	VILLAGE AT SANDHILL LLC	\$318,727.34	\$192,169.52	\$21,218.87	\$710.94	\$20,507.94
R22900-02-61	NORTH BAY UNDEWRITING COMPANY	\$128,936.93	\$77,739.64	\$8,583.81	\$287.60	\$8,296.21
R22900-02-62	NORTH BAY UNDEWRITING COMPANY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-64	BELK SANDHILL PROPERTY LLC	\$859,041.04	\$517,939.59	\$57,189.58	\$1,916.14	\$55,273.45
R22900-02-65	WITZLING DAVID	\$79,604.54	\$47,995.78	\$5,299.57	\$177.56	\$5,122.01
R22908-06-01	RICHLAND COUNTY SCHOOL DIST2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22908-07-01	VILLAGE AT SANDHILL PROPERTY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

R22911-01-01	VAS FORUM III LLC	\$236,492.40	\$142,587.81	\$15,744.19	\$527.51	\$15,216.68
R22911-01-02	VAS FORUM III LLC	\$228,502.79	\$137,770.65	\$15,212.29	\$509.69	\$14,702.60
R22911-02-01	RICHLAND COUNTY SCHOOL DIST2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22911-02-02	VILLAGE AT SANDHILL LLC	\$1,061,429.75	\$653,999.08	\$72,212.93	\$2,419.49	\$69,793.44
R22911-03-01	WITZLING DAVID	\$345,326.72	\$208,207.03	\$22,989.70	\$770.27	\$22,219.43
R22911-03-03	WITZLING DAVID	\$128,936.93	\$77,739.64	\$8,583.81	\$287.60	\$8,296.21
R22912-01-01	VILLAGE AT SANDHILL LLC	\$851,397.70	\$524,588.00	\$57,923.68	\$1,940.73	\$55,982.95
R22982-01-01	NORTH BAY UNDEWRITING COMPANY	\$17,263.51	\$10,408.65	\$1,149.30	\$38.51	\$1,110.79
R22982-01-02	NORTH BAY UNDEWRITING COMPANY	\$17,865.69	\$10,771.72	\$1,189.39	\$39.85	\$1,149.54
R22982-02-01	VAS SCU LLC SOUTH CAROLINA	\$1,915.86	\$1,155.12	\$127.55	\$4.27	\$123.27
R22982-02-02	NORTH BAY TRUST COMPANY	\$1,915.86	\$1,155.12	\$127.55	\$4.27	\$123.27
R22982-02-03	NORTH BAY TRUST COMPANY	\$1,594.81	\$961.55	\$106.17	\$3.56	\$102.62
R22982-02-04	NORTH BAY TRUST COMPANY	\$1,754.46	\$1,057.82	\$116.80	\$3.91	\$112.89
R22982-02-05	NORTH BAY TRUST COMPANY	\$1,754.46	\$1,057.82	\$116.80	\$3.91	\$112.89
R22982-02-06	NORTH BAY TRUST COMPANY	\$1,575.72	\$950.05	\$104.90	\$3.51	\$101.39

R22982-02-07	NORTH BAY TRUST COMPANY	\$1,914.12	\$1,154.08	\$127.43	\$4.27	\$123.16
R22982-02-08	NORTH BAY TRUST COMPANY	\$1,967.92	\$1,186.51	\$131.01	\$4.39	\$126.62
R22982-02-09	NORTH BAY TRUST COMPANY	\$2,575.30	\$1,552.72	\$171.45	\$5.74	\$165.70
R22982-02-10	NORTH BAY TRUST COMPANY	\$1,914.12	\$1,154.08	\$127.43	\$4.27	\$123.16
R22982-02-11	NORTH BAY TRUST COMPANY	\$1,575.72	\$950.05	\$104.90	\$3.51	\$101.39
R22982-02-12	PATTERSON VANCE M	\$1,754.46	\$1,057.82	\$116.80	\$3.91	\$112.89
R22982-02-13	NORTH BAY TRUST COMPANY	\$1,754.46	\$1,057.82	\$116.80	\$3.91	\$112.89
R22982-02-14	VAS SCU LLC	\$1,593.08	\$960.51	\$106.06	\$3.55	\$102.50
R22982-02-15	NORTH BAY TRUST COMPANY	\$1,915.86	\$1,155.12	\$127.55	\$4.27	\$123.27
R22982-02-16	NORTH BAY TRUST COMPANY	\$1,298.06	\$782.64	\$86.42	\$2.90	\$83.52
R22982-03-01	NORTH BAY TRUST COMPANY	\$1,915.86	\$1,155.12	\$127.55	\$4.27	\$123.27
R22982-03-02	NORTH BAY TRUST COMPANY	\$1,915.86	\$1,155.12	\$127.55	\$4.27	\$123.27
R22982-03-03	NORTH BAY TRUST COMPANY	\$1,594.81	\$961.55	\$106.17	\$3.56	\$102.62
R22982-03-04	NORTH BAY TRUST COMPANY	\$1,754.46	\$1,057.82	\$116.80	\$3.91	\$112.89
R22982-03-05	NORTH BAY TRUST COMPANY	\$1,754.46	\$1,057.82	\$116.80	\$3.91	\$112.89
R22982-03-06	NORTH BAY TRUST COMPANY	\$1,575.72	\$950.05	\$104.90	\$3.51	\$101.39
R22982-03-07	NORTH BAY TRUST COMPANY	\$1,914.12	\$1,154.08	\$127.43	\$4.27	\$123.16
R22982-03-08	BASS MICHALIS S ETAL	\$1,967.92	\$1,186.51	\$131.01	\$4.39	\$126.62
R22982-03-09	NORTH BAY TRUST COMPANY	\$2,575.30	\$1,552.72	\$171.45	\$5.74	\$165.70
R22982-03-10	NORTH BAY TRUST COMPANY	\$1,914.12	\$1,154.08	\$127.43	\$4.27	\$123.16
R22982-03-11	MOFOR ACHU	\$1,575.72	\$950.05	\$104.90	\$3.51	\$101.39
R22982-03-12	NORTH BAY TRUST COMPANY	\$1,754.46	\$1,057.82	\$116.80	\$3.91	\$112.89
R22982-03-13	NORTH BAY TRUST COMPANY	\$1,754.46	\$1,057.82	\$116.80	\$3.91	\$112.89
R22982-03-	NORTH BAY TRUST COMPANY	\$1,594.81	\$961.55	\$106.17	\$3.56	\$102.62

14						
R22982-03-15	NORTH BAY TRUST COMPANY	\$1,915.86	\$1,155.12	\$127.55	\$4.27	\$123.27
R22982-03-16	VAS SCU LLC	\$1,298.06	\$782.64	\$86.42	\$2.90	\$83.52
R22982-04-01	NORTH BAY UNDEWRITING COMPANY	\$17,980.65	\$10,841.03	\$1,197.04	\$40.11	\$1,156.93
R22982-04-02	NORTH BAY UNDEWRITING COMPANY	\$15,850.15	\$9,556.49	\$1,055.20	\$35.35	\$1,019.85
R22982-05-01	NORTH BAY TRUST COMPANY	\$1,958.43	\$1,180.79	\$130.38	\$4.37	\$126.01
R22982-05-02	NORTH BAY TRUST COMPANY	\$1,958.43	\$1,180.79	\$130.38	\$4.37	\$126.01
R22982-05-03	NORTH BAY TRUST COMPANY	\$1,630.25	\$982.92	\$108.53	\$3.64	\$104.90
R22982-05-04	NORTH BAY TRUST COMPANY	\$1,793.45	\$1,081.32	\$119.40	\$4.00	\$115.40
R22982-05-05	NORTH BAY TRUST COMPANY	\$1,793.45	\$1,081.32	\$119.40	\$4.00	\$115.40
R22982-05-06	NORTH BAY TRUST COMPANY	\$1,610.74	\$971.16	\$107.23	\$3.59	\$103.64
R22982-05-07	NORTH BAY TRUST COMPANY	\$1,956.65	\$1,179.72	\$130.26	\$4.36	\$125.90
R22982-05-08	NORTH BAY TRUST COMPANY	\$2,011.65	\$1,212.88	\$133.92	\$4.49	\$129.44
R22982-05-09	NORTH BAY TRUST COMPANY	\$2,650.27	\$1,597.92	\$176.44	\$5.91	\$170.53
R22982-05-10	NORTH BAY TRUST COMPANY	\$1,956.65	\$1,179.72	\$130.26	\$4.36	\$125.90
R22982-05-11	NORTH BAY TRUST COMPANY	\$1,610.74	\$971.16	\$107.23	\$3.59	\$103.64

R22982-05-12	NORTH BAY TRUST COMPANY	\$1,793.45	\$1,081.32	\$119.40	\$4.00	\$115.40
R22982-05-13	NORTH BAY TRUST COMPANY	\$1,793.45	\$1,081.32	\$119.40	\$4.00	\$115.40
R22982-05-14	NORTH BAY TRUST COMPANY	\$1,630.25	\$982.92	\$108.53	\$3.64	\$104.90
R22982-05-15	NORTH BAY TRUST COMPANY	\$1,958.43	\$1,180.79	\$130.38	\$4.37	\$126.01
R22982-05-16	NORTH BAY TRUST COMPANY	\$1,326.91	\$800.03	\$88.34	\$2.96	\$85.38
R22982-06-01	NORTH BAY TRUST COMPANY	\$1,958.43	\$1,180.79	\$130.38	\$4.37	\$126.01
R22982-06-02	NORTH BAY TRUST COMPANY	\$1,958.43	\$1,180.79	\$130.38	\$4.37	\$126.01
R22982-06-03	NORTH BAY TRUST COMPANY	\$1,630.25	\$982.92	\$108.53	\$3.64	\$104.90
R22982-06-04	NORTH BAY TRUST COMPANY	\$1,793.45	\$1,081.32	\$119.40	\$4.00	\$115.40
R22982-06-05	NORTH BAY TRUST COMPANY	\$1,793.45	\$1,081.32	\$119.40	\$4.00	\$115.40
R22982-06-06	NORTH BAY TRUST COMPANY	\$1,610.74	\$971.16	\$107.23	\$3.59	\$103.64
R22982-06-07	NORTH BAY TRUST COMPANY	\$1,956.65	\$1,179.72	\$130.26	\$4.36	\$125.90
R22982-06-08	NORTH BAY TRUST COMPANY	\$2,011.65	\$1,212.88	\$133.92	\$4.49	\$129.44
R22982-06-09	NORTH BAY TRUST COMPANY	\$2,632.52	\$1,587.22	\$175.26	\$5.87	\$169.39
R22982-06-10	NORTH BAY TRUST COMPANY	\$1,956.65	\$1,179.72	\$130.26	\$4.36	\$125.90
R22982-06-11	NORTH BAY TRUST COMPANY	\$1,610.74	\$971.16	\$107.23	\$3.59	\$103.64
R22982-06-12	NORTH BAY TRUST COMPANY	\$1,793.45	\$1,081.32	\$119.40	\$4.00	\$115.40
R22982-06-13	NORTH BAY TRUST COMPANY	\$1,793.45	\$1,081.32	\$119.40	\$4.00	\$115.40
R22982-06-14	NORTH BAY TRUST COMPANY	\$1,630.25	\$982.92	\$108.53	\$3.64	\$104.90
R22982-06-15	NORTH BAY TRUST COMPANY	\$1,958.43	\$1,180.79	\$130.38	\$4.37	\$126.01
R22982-06-16	NORTH BAY TRUST COMPANY	\$1,326.91	\$800.03	\$88.34	\$2.96	\$85.38
R22982-07-01	NORTH BAY UNDEWRITING COMPANY	\$11,660.89	\$7,030.67	\$776.31	\$26.01	\$750.30
R22982-07-02	NORTH BAY UNDEWRITING COMPANY	\$10,886.73	\$6,563.91	\$724.77	\$24.28	\$700.49
R22982-08-	NORTH BAY TRUST COMPANY	\$1,462.02	\$881.49	\$97.33	\$3.26	\$94.07

01						
R22982-08-01	NORTH BAY TRUST COMPANY	\$1,470.52	\$886.62	\$97.90	\$3.28	\$94.62
R22982-08-02	NORTH BAY TRUST COMPANY	\$1,245.69	\$751.06	\$82.93	\$2.78	\$80.15
R22982-08-03	NORTH BAY TRUST COMPANY	\$1,357.50	\$818.47	\$90.37	\$3.03	\$87.35
R22982-08-04	NORTH BAY TRUST COMPANY	\$1,357.50	\$818.47	\$90.37	\$3.03	\$87.35
R22982-08-05	NORTH BAY TRUST COMPANY	\$1,229.89	\$741.54	\$81.88	\$2.74	\$79.14
R22982-08-06	NORTH BAY TRUST COMPANY	\$1,462.02	\$881.49	\$97.33	\$3.26	\$94.07
R22982-08-07	NORTH BAY TRUST COMPANY	\$1,502.12	\$905.67	\$100.00	\$3.35	\$96.65
R22982-08-08	NORTH BAY TRUST COMPANY	\$1,959.07	\$1,181.18	\$130.42	\$4.37	\$126.05
R22982-08-09	NORTH BAY TRUST COMPANY	\$1,462.02	\$881.49	\$97.33	\$3.26	\$94.07
R22982-08-10	NORTH BAY TRUST COMPANY	\$1,229.89	\$741.54	\$81.88	\$2.74	\$79.14
R22982-08-11	NORTH BAY TRUST COMPANY	\$1,357.50	\$818.47	\$90.37	\$3.03	\$87.35
R22982-08-12	NORTH BAY TRUST COMPANY	\$1,357.50	\$818.47	\$90.37	\$3.03	\$87.35
R22982-08-13	NORTH BAY TRUST COMPANY	\$1,245.69	\$751.06	\$82.93	\$2.78	\$80.15
R22982-08-14	NORTH BAY TRUST COMPANY	\$1,462.02	\$881.49	\$97.33	\$3.26	\$94.07
R22982-08-15	NORTH BAY TRUST COMPANY	\$1,036.66	\$625.03	\$69.01	\$2.31	\$66.70
R22982-08-16	NORTH BAY TRUST COMPANY					

R22982-09-01	NORTH BAY TRUST COMPANY	\$1,462.02	\$881.49	\$97.33	\$3.26	\$94.07
R22982-09-02	NORTH BAY TRUST COMPANY	\$1,470.52	\$886.62	\$97.90	\$3.28	\$94.62
R22982-09-03	NORTH BAY TRUST COMPANY	\$1,245.69	\$751.06	\$82.93	\$2.78	\$80.15
R22982-09-04	NORTH BAY TRUST COMPANY	\$1,357.50	\$818.47	\$90.37	\$3.03	\$87.35
R22982-09-05	NORTH BAY TRUST COMPANY	\$1,357.50	\$818.47	\$90.37	\$3.03	\$87.35
R22982-09-06	NORTH BAY TRUST COMPANY	\$1,229.89	\$741.54	\$81.88	\$2.74	\$79.14
R22982-09-07	NORTH BAY TRUST COMPANY	\$1,462.02	\$881.49	\$97.33	\$3.26	\$94.07
R22982-09-08	NORTH BAY TRUST COMPANY	\$1,502.12	\$905.67	\$100.00	\$3.35	\$96.65
R22982-09-09	NORTH BAY TRUST COMPANY	\$1,959.07	\$1,181.18	\$130.42	\$4.37	\$126.05
R22982-09-10	NORTH BAY TRUST COMPANY	\$1,462.02	\$881.49	\$97.33	\$3.26	\$94.07
R22982-09-11	NORTH BAY TRUST COMPANY	\$1,229.89	\$741.54	\$81.88	\$2.74	\$79.14
R22982-09-12	NORTH BAY TRUST COMPANY	\$1,357.50	\$818.47	\$90.37	\$3.03	\$87.35
R22982-09-13	NORTH BAY TRUST COMPANY	\$1,357.50	\$818.47	\$90.37	\$3.03	\$87.35
R22982-09-14	NORTH BAY TRUST COMPANY	\$1,245.69	\$751.06	\$82.93	\$2.78	\$80.15
R22982-09-15	NORTH BAY TRUST COMPANY	\$1,462.02	\$881.49	\$97.33	\$3.26	\$94.07
R22982-09-16	NORTH BAY TRUST COMPANY	\$1,036.66	\$625.03	\$69.01	\$2.31	\$66.70
R22982-10-01	NORTH BAY TRUST COMPANY	\$1,460.80	\$880.76	\$97.25	\$3.26	\$93.99
R22982-10-02	NORTH BAY TRUST COMPANY	\$1,462.02	\$881.49	\$97.33	\$3.26	\$94.07
R22982-10-03	NORTH BAY TRUST COMPANY	\$1,245.69	\$751.06	\$82.93	\$2.78	\$80.15
R22982-10-04	NORTH BAY TRUST COMPANY	\$1,898.31	\$1,144.55	\$126.38	\$4.23	\$122.14
R22982-10-05	NORTH BAY TRUST COMPANY	\$1,898.31	\$1,144.55	\$126.38	\$4.23	\$122.14
R22982-10-06	NORTH BAY TRUST COMPANY	\$1,229.89	\$741.54	\$81.88	\$2.74	\$79.14
R22982-10-07	NORTH BAY TRUST COMPANY	\$1,462.02	\$881.49	\$97.33	\$3.26	\$94.07
R22982-10-Appendix A-	NORTH BAY TRUST COMPANY	\$2,148.66	\$1,295.49	\$143.04	\$4.79	\$138.25

08						
R22982-10-09	NORTH BAY TRUST COMPANY	\$2,712.57	\$1,635.48	\$180.59	\$6.05	\$174.54
R22982-10-10	NORTH BAY TRUST COMPANY	\$1,460.80	\$880.76	\$97.25	\$3.26	\$93.99
R22982-10-11	NORTH BAY TRUST COMPANY	\$1,229.89	\$741.54	\$81.88	\$2.74	\$79.14
R22982-10-12	NORTH BAY TRUST COMPANY	\$1,892.24	\$1,140.88	\$125.97	\$4.22	\$121.75
R22982-10-13	NORTH BAY TRUST COMPANY	\$1,892.24	\$1,140.88	\$125.97	\$4.22	\$121.75
R22982-10-14	NORTH BAY TRUST COMPANY	\$1,245.69	\$751.06	\$82.93	\$2.78	\$80.15
R22982-10-15	NORTH BAY TRUST COMPANY	\$1,462.02	\$881.49	\$97.33	\$3.26	\$94.07
R22982-10-16	NORTH BAY TRUST COMPANY	\$1,035.44	\$624.30	\$68.93	\$2.31	\$66.62
R22982-11-01	NORTH BAY UNDEWRITING COMPANY	\$11,111.11	\$6,699.20	\$739.71	\$24.78	\$714.92
R22982-11-02	NORTH BAY UNDEWRITING COMPANY	\$10,960.61	\$6,608.46	\$729.69	\$24.45	\$705.24
R22982-12-01	NORTH BAY TRUST COMPANY	\$1,471.94	\$887.47	\$97.99	\$3.28	\$94.71
R22982-12-02	NORTH BAY TRUST COMPANY	\$1,480.50	\$892.64	\$98.56	\$3.30	\$95.26
R22982-12-03	NORTH BAY TRUST COMPANY	\$1,254.15	\$756.16	\$83.49	\$2.80	\$80.70
R22982-12-04	NORTH BAY TRUST COMPANY	\$1,366.71	\$824.03	\$90.99	\$3.05	\$87.94
R22982-12-05	NORTH BAY TRUST COMPANY	\$1,366.71	\$824.03	\$90.99	\$3.05	\$87.94

R22982-12-06	NORTH BAY TRUST COMPANY	\$1,238.24	\$746.57	\$82.43	\$2.76	\$79.67
R22982-12-07	NORTH BAY TRUST COMPANY	\$1,471.94	\$887.47	\$97.99	\$3.28	\$94.71
R22982-12-08	NORTH BAY TRUST COMPANY	\$1,512.32	\$911.82	\$100.68	\$3.37	\$97.31
R22982-12-09	NORTH BAY TRUST COMPANY	\$1,972.37	\$1,189.20	\$131.31	\$4.40	\$126.91
R22982-12-10	NORTH BAY TRUST COMPANY	\$1,471.94	\$887.47	\$97.99	\$3.28	\$94.71
R22982-12-11	NORTH BAY TRUST COMPANY	\$1,238.24	\$746.57	\$82.43	\$2.76	\$79.67
R22982-12-12	NORTH BAY TRUST COMPANY	\$1,366.71	\$824.03	\$90.99	\$3.05	\$87.94
R22982-12-13	NORTH BAY TRUST COMPANY	\$1,366.71	\$824.03	\$90.99	\$3.05	\$87.94
R22982-12-14	NORTH BAY TRUST COMPANY	\$1,254.15	\$756.16	\$83.49	\$2.80	\$80.70
R22982-12-15	NORTH BAY TRUST COMPANY	\$1,471.94	\$887.47	\$97.99	\$3.28	\$94.71
R22982-12-16	NORTH BAY TRUST COMPANY	\$1,043.69	\$629.27	\$69.48	\$2.33	\$67.15
R22982-13-01	NORTH BAY TRUST COMPANY	\$1,471.94	\$887.47	\$97.99	\$3.28	\$94.71
R22982-13-02	NORTH BAY TRUST COMPANY	\$1,480.50	\$892.64	\$98.56	\$3.30	\$95.26
R22982-13-03	NORTH BAY TRUST COMPANY	\$1,254.15	\$756.16	\$83.49	\$2.80	\$80.70
R22982-13-04	NORTH BAY TRUST COMPANY	\$1,366.71	\$824.03	\$90.99	\$3.05	\$87.94
R22982-13-05	NORTH BAY TRUST COMPANY	\$1,366.71	\$824.03	\$90.99	\$3.05	\$87.94
R22982-13-06	NORTH BAY TRUST COMPANY	\$1,238.24	\$746.57	\$82.43	\$2.76	\$79.67
R22982-13-07	NORTH BAY TRUST COMPANY	\$1,471.94	\$887.47	\$97.99	\$3.28	\$94.71
R22982-13-08	NORTH BAY TRUST COMPANY	\$1,512.32	\$911.82	\$100.68	\$3.37	\$97.31
R22982-13-09	NORTH BAY TRUST COMPANY	\$1,972.37	\$1,189.20	\$131.31	\$4.40	\$126.91
R22982-13-10	NORTH BAY TRUST COMPANY	\$1,471.94	\$887.47	\$97.99	\$3.28	\$94.71
R22982-13-11	NORTH BAY TRUST COMPANY	\$1,238.24	\$746.57	\$82.43	\$2.76	\$79.67
R22982-13-12	NORTH BAY TRUST COMPANY	\$1,366.71	\$824.03	\$90.99	\$3.05	\$87.94
R22982-13-	NORTH BAY TRUST COMPANY	\$1,366.71	\$824.03	\$90.99	\$3.05	\$87.94

13						
R22982-13-14	NORTH BAY TRUST COMPANY	\$1,254.15	\$756.16	\$83.49	\$2.80	\$80.70
R22982-13-15	NORTH BAY TRUST COMPANY	\$1,471.94	\$887.47	\$97.99	\$3.28	\$94.71
R22982-13-16	NORTH BAY TRUST COMPANY	\$1,043.69	\$629.27	\$69.48	\$2.33	\$67.15
R22982-14-01	NORTH BAY TRUST COMPANY	\$1,470.71	\$886.73	\$97.91	\$3.28	\$94.63
R22982-14-02	NORTH BAY TRUST COMPANY	\$1,471.94	\$887.47	\$97.99	\$3.28	\$94.71
R22982-14-03	NORTH BAY TRUST COMPANY	\$1,254.15	\$756.16	\$83.49	\$2.80	\$80.70
R22982-14-04	NORTH BAY TRUST COMPANY	\$1,911.20	\$1,152.31	\$127.24	\$4.26	\$122.97
R22982-14-05	NORTH BAY TRUST COMPANY	\$1,911.20	\$1,152.31	\$127.24	\$4.26	\$122.97
R22982-14-06	NORTH BAY TRUST COMPANY	\$1,238.24	\$746.57	\$82.43	\$2.76	\$79.67
R22982-14-07	NORTH BAY TRUST COMPANY	\$1,471.94	\$887.47	\$97.99	\$3.28	\$94.71
R22982-14-08	NORTH BAY TRUST COMPANY	\$2,163.24	\$1,304.28	\$144.02	\$4.83	\$139.19
R22982-14-09	NORTH BAY TRUST COMPANY	\$2,730.98	\$1,646.58	\$181.81	\$6.09	\$175.72
R22982-14-10	NORTH BAY TRUST COMPANY	\$1,470.71	\$886.73	\$97.91	\$3.28	\$94.63
R22982-14-11	NORTH BAY TRUST COMPANY	\$1,238.24	\$746.57	\$82.43	\$2.76	\$79.67
R22982-14-12	NORTH BAY TRUST COMPANY	\$1,905.07	\$1,148.62	\$126.83	\$4.25	\$122.58

R22982-14-13	NORTH BAY TRUST COMPANY	\$1,905.07	\$1,148.62	\$126.83	\$4.25	\$122.58
R22982-14-14	NORTH BAY TRUST COMPANY	\$1,254.15	\$756.16	\$83.49	\$2.80	\$80.70
R22982-14-15	NORTH BAY TRUST COMPANY	\$1,471.94	\$887.47	\$97.99	\$3.28	\$94.71
R22982-14-16	NORTH BAY TRUST COMPANY	\$1,042.47	\$628.53	\$69.40	\$2.33	\$67.08
R23000-05-01	FIRST CITIZENS BANK AND TRUST	\$263,657.07	\$158,966.14	\$17,552.64	\$588.10	\$16,964.54
R23000-05-02	BRANCH SANDHILL ASSOCIATES LP	\$1,946,268.54	\$1,173,459.12	\$129,570.40	\$4,341.25	\$125,229.14
R23000-05-03	BRANCH SANDHILL INVESTORS LP	\$198,142.28	\$119,465.46	\$13,191.07	\$441.97	\$12,749.11
R23000-05-04	VAS OP 19 LLC	\$59,123.10	\$35,646.95	\$3,936.05	\$131.88	\$3,804.17
R23000-05-05	VAS MOP LLC	\$367,521.98	\$221,589.16	\$24,467.32	\$819.78	\$23,647.54
R23000-05-06	VAS MOP LLC	\$198,142.28	\$119,465.46	\$13,191.07	\$441.97	\$12,749.11



REQUEST OF ACTION

Subject: FY23 - District 9 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$2,500** for District 9.

B. Background / Discussion

For the 2022 - 2023 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

Motion List (3rd reading) for FY17: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Motion List (3rd reading) for FY23, Regular Council Meeting – June 7, 2022: Establish Hospitality Tax discretionary accounts for each district in FY23 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY21-22 be carried over and added to any additional funding for FY22-23.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY23 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 9 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2022 Remaining	\$175,400
Range Fore Hope Foundation	\$ 2,500
Total Allocation	\$ 2,500
Remaining FY2023 Balance	\$245,325

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of the Budget FY19- June 21, 2018
- 3rd Reading of the Budget FY20- June 10, 2019
- 3rd Reading of the Budget FY21- June 11, 2020
- 3rd Reading of the Budget FY22- June 10, 2021
- 3rd Reading of the Budget FY23- June 7, 2022

D. Alternatives

1. Consider the request and approve the allocation.
2. Consider the request and do not approve the allocation.

E. Final Recommendation

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.



REQUEST OF ACTION

Subject: FY23 - District 7 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$45,000** for District 7.

B. Background / Discussion

For the 2022 - 2023 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

Motion List (3rd reading) for FY17: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Motion List (3rd reading) for FY23, Regular Council Meeting – June 7, 2022: Establish Hospitality Tax discretionary accounts for each district in FY23 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY21-22 be carried over and added to any additional funding for FY22-23.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY23 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 7 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2022 Remaining	\$ 60,900
The Big Red Barn	\$ 10,000
Talented Tenth	\$ 5,000
Junior League of Columbia	\$ 20,000
Broad River Business Alliance	\$ 5,000
Aja Wilson Foundation	\$ 5,000
Total Allocation	\$ 45,000
Remaining FY2023 Balance	\$ 98,325

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of the Budget FY19- June 21, 2018
- 3rd Reading of the Budget FY20- June 10, 2019
- 3rd Reading of the Budget FY21- June 11, 2020
- 3rd Reading of the Budget FY22- June 10, 2021
- 3rd Reading of the Budget FY23- June 7, 2022

D. Alternatives

1. Consider the request and approve the allocation.

2. Consider the request and do not approve the allocation.

E. Final Recommendation

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.